

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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – November 17, 2016 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Presentations:

A. Certificates in recognition of years of service for the following ECAT employees:

- Alice Stanberry - 31 years
- Janet Fillingim - 30 years
- Jerry Stallworth - 31 years
- Alfornette Williams - 31 years
- Danny L. Smith - 31 years
- James Stanton - 31 years
- Edward G. King - 30 years

B. Plaques for Commissioner Wilson B. Robertson's appointees to various Boards and Committees, as follows:

- **Board of Adjustment** - Blaise Adams (January 22, 2015 – November 21, 2016)
- **Escambia County Mass Transit Advisory Committee** - Arnold L. Rosenbleeth (October 1, 2009 – November 21, 2016) and Megan N. Walters (December 10, 2015 – November 21, 2016)
- **Escambia Marine Advisory Committee** - Captain Mark F. Moore (September 1, 2016 – November 21, 2016) and Mary C. Watson (May 5, 2005 – November 21, 2016)
- **Planning Board** - Bob Cordes (February 19, 2015 – November 21, 2016)
- **Santa Rosa Island Authority** - Dave E. Pavlock (November 18, 2008 – November 21, 2016)

7. Centenarian Proclamation.

Recommendation: That the Board adopt the Proclamation honoring and congratulating Mrs. Alice Lee Nicholson Johnson on reaching the age of 100 and extending best wishes to her for continued good health and happiness.

8. Retirement Proclamations.

Recommendation: That the Board take the following action concerning retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Sherry L. Babcock, Administrative Supervisor, Facilities Management Department, on 18 years of service; and

B. Ratify the Proclamation, dated October 25, 2016, commending and congratulating Albert D. Knapp, Maintenance Technician - HVAC, Facilities Management Department, on 32 years of service.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Weekley Bayou Entrance Channel Dredging Maintenance MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign the Ordinance creating the Weekley Bayou Entrance Channel Dredging Maintenance Municipal Service Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since dredging maintenance improvements increase the market value of individual lots, and improve accessibility;

B. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

C. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for dredging maintenance improvements.

11. 5:32 p.m. Public Hearing for consideration of amending the Fiscal Year 2016/2017 Budget for the purpose of recognizing prior year grants and project balances and appropriating these funds for ongoing projects.

Recommendation: That the Board take the following action concerning re-budgeting on-going projects that were not completed by the end of Fiscal Year 2015/2016:

A. Conduct the 5:32 p.m. Public Hearing on November 17, 2016, amending the Fiscal Year 2016/2017 Budget for the purpose of recognizing prior year grants and project balances and appropriating these funds for on-going projects;

B. Adopt, following the Public Hearing, the Resolution approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Tourist Development Fund (108), Other Grants & Projects (110), Disaster Recovery Fund (112), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Perdido Beach Mouse Fund (117), Gulf Coast Restoration Fund (118), SHIP Fund (120), Escambia Affordable Housing Fund (124), CDBG/HUD Entitlement Fund (129), Fire Protection Fund (143), Community Redevelopment Fund (151), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), Drainage Basin Funds (181), FTA Capital Fund (320), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Emergency Services Fund (408), and Internal Service Fund (501), in the amount of \$152,688,354.17 to re-budget the funds associated with on-going grants and projects that were not completed by the end of Fiscal Year 2015/2016; and

C. Approve all associated Fiscal Year 2016/2017 Purchase Orders for projects with existing Purchase Orders.

12. 5:33 p.m. Public Hearing for Consideration of the Petition to Vacate a Portion of an Alleyway in Block 58 of Englewood Heights Subdivision:

Recommendation: That the Board take the following action concerning the Petition to Vacate a Portion of an Alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 150 feet), as petitioned by Ronald D. Ramsey:

A. Approve or deny the Petition to Vacate a Portion of an Alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 150 feet), as petitioned by Ronald D. Ramsey;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

13. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the November 10, 2016, C/W Workshop:

A. Authorize staff to draft a Request for Proposals for a community partner and a pilot program of eight tiny homes between 200 and 300 square feet, and request the Planning Board to weigh in on how the implementation of tiny houses would fit into the Land Development Code (Item #8);

B. Approve to include Variance and Conditional Use approvals that go before the Board of Adjustment with the new notice requirements for land use decisions, and clarify the line related to final plat to state "PUD Subdivision Final Plat" (Item #9); and

C. Establish a lobbying position for the medical marijuana implementation, as follows (Item #11):

(1) All Medical Marijuana Treatment Centers would be commercial entities licensed by the State;

(2) Local Governments would have the right to deal with the zoning and number of licensees in their County; and

(3) The State would set some portion of the taxes collected to come back to local governments to deal with public safety and law enforcement issues created.

14. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Transfer of Machinery & Equipment to the Sheriff's Office

That the Board approve the transfer of equipment from the Board to the Escambia County Sheriff's Office, as of September 30, 2016, in the amount of \$3,206,973.26.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 3, 2016; and

B. Approve the Minutes of the Regular Board Meeting held November 3, 2016.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:46 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Blue Water Farms Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Blue Water Farms Borrow Pit, located at 2120 Highway 97, property reference number 18-3N-31-1101-000-000.

2. 5:47 p.m. - **Cancellation** of A Public Hearing Concerning the Review of an Operational Permit for a Vegetative/Yard Trash Recycling Facility - Eager Beaver

That the Board of County Commissioners (BCC) cancel the 5:47 p.m. Public Hearing scheduled to review and approve, modify, or deny the issuance of a recycling permit for a vegetation/yard trash recycling facility, located at 2170 Longleaf Drive, owned by Eager Beaver, LLC.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

December 8, 2016

A. 5:49 p.m. - A Public Hearing - Operational Permit: Recycling Permit for a Concrete Recycling Facility - J. Miller Construction Recycling Facility

B. 5:50 p.m. - A Public Hearing - Operational Permit: Recycling Permit for a Vegetative/Yard Trash Recycling Facility - Eager Beaver

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve the eight 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.

2. Recommendation Concerning the Cyber Hygiene Authorization Agreement with the Department of Homeland Security - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the County Network Security with the National Cybersecurity and Communications Integration Center:

A. Authorize the National Cybersecurity and Communications Integration Center of the U.S. Department of Homeland Security (DHS) to conduct continuous Vulnerability Scanning and Hygiene Monitoring of the Escambia County Board of County Commissioners' publicly accessible cyber assets, networks, and systems;

B. Approve and authorize the Chairman to execute the Cyber Hygiene Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems between the U.S. Department of Homeland Security and the Escambia County Board of County Commissioners.

[Funding: There is no cost to the County for this service]

3. Recommendation Concerning the Hold Harmless and Indemnification Agreement for Pensacola Winterfest, Inc. - Jack R. Brown, County Administrator

That the Board approve the Hold Harmless and Indemnification Agreement for Pensacola Winterfest, Inc., to use the exterior of the plaza entrances of the Ernie Lee Magaha Government Building located at 221 Palafox Place and the main entrance and basement of the Escambia County Old Courthouse building located at 223 Palafox Place during the Pensacola Winterfest event on the following dates: November 19-20, 25-27, 2016; and December 2-4, 9-11, 16-24, 2016.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

A. Certify that the County will match State Grant funds with \$7,438.53, from the Supervisor of Elections' Fiscal Year 2016/2017 Budget; and

B. Authorize the Chairman to sign the Certificate Regarding Matching Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is \$7,438.53. The match is included in the Supervisor of Elections' Fiscal Year 2016/2017 Budget under Cost Center 550101 and various Object Codes.

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

That the Board adopt the Resolution approving Supplemental Budget Amendment #021, Other Grants and Projects Fund (110), in the amount of \$295,500, to recognize proceeds from the U.S. Environmental Protection Agency (EPA), Gulf of Mexico Program, for the EPA #43616 Jackson Lake Grant, and to appropriate these funds to install floating wetland mats in Jackson Lake, which is part of Bayou Chico. No County matching funds are required.

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

That the Board adopt the Resolution approving Supplemental Budget Amendment #020, Other Grants and Projects Fund (110), in the amount of \$22,000, to recognize proceeds from the Florida Department of Agriculture and Consumer Services, and to appropriate these funds for several activities which include hiring part-time internship positions (contract labor) to assist staff and continue the tree inventory for parks in the CRA districts, assist with coordination and planning of at least one tree care workshop, assist with funding outreach events such as Earth Day and Arbor Day, planting projects and other related projects. An equal match is required and will come from in-kind staff and volunteer time and labor.

4. Recommendation Concerning Supplemental Budget Amendment #305 for
Mass Transit - Amy Lovoy, Assistant County Administrator

That the Board adopt the Resolution approving Supplemental Budget Amendment #305, Mass Transit Fund (104), in the amount of \$238,042, recognizing reimbursements from UWF and the Santa Rosa Island Authority (SRIA) for trolley service and proceeds from the Local Option Gas Tax that exceeded collection estimates and appropriating these funds to cover budgetary shortfalls in all of the Mass Transit Cost Centers.

5. Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant Program for the Delano Street Drainage Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP) for the Delano Street Drainage Area Project:

A. Approve the Federally Funded Sub-grant Agreement, Project Number 4177-18-R, Agreement Number 17HM-H4—01-27-01-XXX, between the State of Florida, Division of Emergency Management and Escambia County for the Delano Street Area Drainage Project, providing for 100% federal funding with Local Global Match approval, awarded at \$2,282,115, for Phase 1 design;

B. Authorize the Chairman to sign the Sub-grant Agreement and associated Grant-related documents; and

C. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project.

[Funding source: Funding for Delano Street Drainage Project is available in Fund 352, LOST III. **However, with Local Global Match approval, federal funding is available for 100% reimbursement**]

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

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling \$199,871, as follows:

FROM:

Description	District	Amount	Description
Seaglades	2	\$31,889	This project was canceled based on a Cost Benefit Analysis. Previous planned pond improvements were abandoned after the design options did not indicate the benefit would outweigh the cost for those improvements.
69th Avenue North	2	\$19,435	Project complete
Coral Creek Drainage - West	2	\$148,547	Improve flow through an existing public drainage easement and address standing water in the cul-de-sac on Yucatan Drive through an open swale that drains to Caribbean Drive. This project has been delayed indefinitely due to property acquisition issues.

TO:

Description	District	Amount	Description
Innerarity Point - Bob O Link Road, Gorham Road, Cruzat Way Drainage Improvements	2	\$199,871	This is the third and final phase of the Innerarity Point Road Drainage Improvements Project that addresses residential flooding. This final phase includes drainage flow and water access improvements in the area of Bob-O-Link Road, Cruzat Way and Gorham Road. Many culverts will be replaced, ditches will be re-graded, water-access areas will be improved, and the roadways will be redesigned and resurfaced. Additional funds are needed to supplement the existing budget (\$120,129) to pipe some open ditch areas and provide roadway resurfacing to Innerarity Point Road. Instead of isolated improvements, resurfacing will tie all improvements together and produce

			comprehensive improvements for this entire area. 60% plans are currently under review, environmental permit approval is pending, and a second public meeting will occur within the next 45 days before plans are finalized.
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7. Recommendation Concerning a Change Order on Contract PD 02-03.79, for Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the construction schedule approval change on Contract PD 02-03.79, "Professional Services," for Construction, Engineering, Inspection (CEI), and Project Management Services for Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I, to Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC):

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	\$56,837.00
Vendor:	Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC)
Project Name:	Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I
Contract:	PD 02-03.79
PO No.:	151055
CO No.:	1
Original Award Amount:	\$226,160.51
Cumulative Amount of Change Orders through this CO:	\$56,837.00
New Contract Total:	\$282,997.51

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #14EN3244]

8. Recommendation Concerning Speed Reductions in Corrydale Subdivision (District 2) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reductions, per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

1. Lavon Drive, from West Highway 98 to Corrydale Drive;
2. Christian Drive, from Lavon Drive to Corrydale Drive;
3. Corrydale Drive, from Lavon Drive to Quigley Drive;
4. Amberway Drive, from Amberwood Drive to Corrydale Drive;
5. Amberwood Drive, from West Highway 98 to Corrydale Drive; and
6. Quigley Road, from West Highway 98 to Corrydale Drive; and

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

9. Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-P9-01-27-01-090:

A. Rescind the Board's action on July 7, 2016, approving the original Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-XX-01-27-01-090, and the authorization of the Board Chair or Vice Chair to execute the Agreement as referenced in Board's Meeting Minutes as item CAR II-7;

B. Approve the original revised State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-P9-01-27-01-090, providing funds in the amount of \$106,011, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts of the Division, for the period July 1, 2016 through June 30, 2017;

C. Authorize the Chairman or Vice-Chairman to execute the Subaward and Grant Agreement; and

D. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each grant quarterly report, reimbursement request, grant closeout report, and any subsequent grant documents required to implement this grant 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, Sections 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

Section (22) Mandated Conditions, subsection b, that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330409]

10. Recommendation Concerning the Authorization for Cumulative Expenditures Over \$50,000 in Fiscal Year 2016-2017 for the Department of Natural Resources, for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over \$50,000, in Fiscal Year 2016-2017 to contractors performing demolition or lot clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than \$50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding \$50,000 this Fiscal Year for the following vendors:

Applied Construction Management, LLC, Vendor No. 013673
Andala Enterprises, Inc., Vendor No. 422299
Bellview Site Contractors, Inc., Vendor No. 022702
B.R. Bonner's Hauling, Inc., Vendor No. 020229
Castellani Hauling, Inc., Vendor No. 031326
Common Area Solutions, LLC, Vendor No. 034266
Daniel W. Meadows - dba Meadows Maintenance, Vendor No. 406895
Derek G. Henry - dba Hoosier Lawn Guy?, Vendor No. 040755
HHH Construction of NWF, Inc., Vendor No. 080060
Site and Utility LLC, Vendor No. 420683
Southern Girl Botanicals, Inc., Vendor No. 194119
Webster Construction, Inc., Vendor No. 420065
West Pensacola Lawn Care, LLC, Vendor No. 232061

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

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

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

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

12. Recommendation Concerning Public Official Bonds for Commissioner Elect Jeff Bergosh, Commissioner Elect Lumon J. May, and Commissioner Elect Steven L. Barry - Jack R. Brown, County Administrator

That the Board approve the following Public Official Bonds through Fisher Brown, Inc., as bond agent, as outlined in Florida Statutes 137.04, and filed with the Clerk of the Circuit Court and Comptroller's Office:

A. Commissioner Elect Jeff Bergosh, District 1, \$2,000, Travelers Casualty and Surety Company of America, Hartford, Connecticut, Bond Number 106626039, effective November 22, 2016, to November 16, 2020;

B. Commissioner Elect Lumon J. May, District 3, \$2,000, Fidelity and Deposit Company of Maryland, Bond Number POB8959786, effective November 22, 2016, to November 16, 2020; and

C. Commissioner Elect Steven L. Barry, District 5, \$2,000, Fidelity and Deposit Company of Maryland, Bond Number POB8959787, effective November 22, 2016, to November 16, 2020.

[Funds for the cost of these bonds are budgeted under Risk Management in Cost Center 140835/Account 54501]

13. Recommendation Concerning the Contract Award for Jamesville Road Coffee Creek Bridge Replacement - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and RBM Contracting Services, LLC, for Standard Road/Drainage Construction Contract Documents, per the terms and conditions of PD 15-16.107, Jamesville Road Coffee Creek Bridge Replacement, in the amount of \$661,403.90.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESGSW05]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Offering Open Government Training to Any Escambia County Franchised Water Utility

That the Board authorize the County Attorney's Office to offer open government training to any Escambia County franchised water utility that will accept that offer, without establishing an attorney-client relationship with any of those utilities, as discussed by the Board at its Committee of the Whole Workshop on November 10, 2016.

2. Recommendation Concerning Scheduling an Attorney/Client Session on December 8, 2016 at 3:45 p.m. to Discuss Pending Litigation in the Cases of Ernest Wulzer and Rebecca Wulzer v. Escambia County, FL, Case No. 2004 CA 001431 and Ernest C. Wulzer, et al. v. Escambia County, Case No. 2014 CA 000957

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 December 8, 2016 at 3:45 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, November 26, 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 Ernest Wulzer and Rebecca Wulzer v. Escambia County, FL, Case No. 2004 CA 001431 and Ernest C. Wulzer, et al. v. Escambia County, Case No. 2014 CA 000957, in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, December 8, 2016 at 3:45 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Charles V. Pepler, Deputy County Attorney and a certified court reporter will attend the attorney/client session.

II. For Discussion

1. Recommendation Concerning a Settlement Agreement Resolving Pending Legal Issues in the Innerarity Island Development Corporation Cases 2014 CA 000237 and 2014 CA 002103

That the Board authorize the Chairman to sign a settlement agreement resolving pending legal issues in the following cases:

- A. Escambia County v. Innerarity Island Development Corporation (IIDC), Case No.: 2014 CA 000237; and
- B. Escambia County v. Kathy Collins & IIDC, Case No.: 2014 CA 002103.

15. Items added to the agenda.

16. Announcements.

17. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11355

Proclamations 7.

BCC Regular Meeting

Meeting Date: 11/17/2016

Issue: Centenarian Proclamation - Mrs. Alice Lee Nicholson Johnson

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Centenarian Proclamation.

Recommendation: That the Board adopt the Proclamation honoring and congratulating Mrs. Alice Lee Nicholson Johnson on reaching the age of 100 and extending best wishes to her for continued good health and happiness.

BACKGROUND:

Centenarians are a living link to our history and are valued members of the community. By recognizing the significant achievements and outstanding service of the Centenarians of Escambia County, we will contribute to the attainment of community vision by creating awareness and value for our citizens.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required by Board Policy Section I, A(6).

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, the Board of County Commissioners recognizes that a Centenarian is a person who has attained the age of 100 years or more of life, and the community is enriched by Centenarians. Centenarians are among the fastest-growing segment of our population and create a link to our history. It is a great distinction for Mrs. Alice Lee Nicholson Johnson to celebrate 100 years of life; and

WHEREAS, Mrs. Johnson was born on November 28, 1916, in Laurel Mississippi. She is the eldest granddaughter Henry Nicholson and Alice Nicholson, who was a full-blooded Blackfoot Indian; the eldest daughter of Mrs. Lillie Nicholson Houston; and the sister of Mrs. Thelma Ford; and

WHEREAS, Alice along with her grandparents and mother moved on to Evergreen, Alabama, then to Bagdad, Florida, and now resides here in Pensacola, Florida; and

WHEREAS, Mrs. Johnson raised one daughter, Cynthia O. Nelson, who is now deceased, and seven sons, Raymond, Reginald, Ronald and Marcellus Reese; Lemuel (Torrie Jones); and Rosamond and Richard Johnson, who are now deceased; and

WHEREAS, Mrs. Johnson is affectionately called "Nana Niocy" by her 24 grandchildren; her 25 great grandchildren; her 11 great, great grandchildren; and by other family members; and

WHEREAS, Mrs. Johnson is a faithful member of the Talbot Chapel AME Zion Church, where she serves on Usher Board #2 and on the Kitchen Committee; and

WHEREAS, Johnson Beach is named after her eldest son Rosamond Johnson, who died in the Korean War, and

WHEREAS, Mrs. Johnson loves to cook and bake and keeps the aroma of delicious foods and baked goods flowing throughout the house; and

WHEREAS, Mrs. Alice Lee Nicholson Johnson creates a link to our history; she lauds the spirit, inspiration, and endurance represented by one of our oldest residents and is a valued member of our community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mrs. Alice Lee Nicholson Johnson on reaching the age of 100 and extends best wishes to her for continued good health and happiness.

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

Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: November 17, 2016



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11336

Proclamations 8.

BCC Regular Meeting

Meeting Date: 11/17/2016

Issue: Adoption/Ratification of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board take the following action concerning retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Sherry L. Babcock, Administrative Supervisor, Facilities Management Department, on 18 years of service; and

B. Ratify the Proclamation, dated October 25, 2016, commending and congratulating Albert D. Knapp, Maintenance Technician - HVAC, Facilities Management Department, on 32 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 111716

PROCLAMATION

WHEREAS, Sherry L. Babcock has served Escambia County, Florida as an employee of the Board of Commissioner's very faithfully for 18 years, retiring as an Administrative Supervisor, Facilities Management Department, Maintenance Division; and

WHEREAS, Mrs. Babcock, was hired in December 1998 as an Office Assistant I in the Facilities Management Department. During her 18 years of service to the citizens of Escambia County, she continuously impressed her many supervisors by going well beyond what was expected of her. Seeking advancement, Mrs. Babcock was selected in 1999 for an Office Assistant III position, then in 2002 she was selected for an Office Assistant IV position and in 2006 was reclassified to Administrative Supervisor; and

WHEREAS, Through the years to follow, Mrs. Babcock earned the praise and respect from all those she came in contact with. Known as the "expert" on our Computerized Maintenance Management System (CMMS) used to track the maintenance man-hours and material cost for County facilities, Mrs. Babcock oversaw through the years the implementation of three different CMMS systems; and

WHEREAS, As the Administrative Supervisor, Mrs. Babcock always took the initiative to be the first to respond to any emergency situation or major catastrophic event, as well as working the EOC during emergency events in Escambia County; and

WHEREAS, Mrs. Babcock has earned numerous accolades throughout her career from Constitutional Officers, County Administrators, Department Directors, and fellow employees for her untiring work ethic, professionalism, and unwavering commitment to her public service and our citizens of Escambia County; and

WHEREAS, Mrs. Babcock was selected the County's Employee of the Month for November 2000, and Facilities Management's Employee of the Month for December 2009 "Outstanding Customer Service" and June 2015 "Performance Versatility."

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 Sherry L. Babcock on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Sherry L. Babcock for 18 years of faithful and dedicated service as a County employee.

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

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

Deputy Clerk

Adopted: November 17, 2016

PROCLAMATION

WHEREAS, Albert D. Knapp has served Escambia County, Florida as an employee of the Board of County Commissioner's very faithfully for 32 years, retiring as a Maintenance Technician-HVAC, Facilities Management Department, Maintenance Division; and

WHEREAS, Mr. Knapp, was hired in November 1984 as an A/C & Refrigeration Mechanic II in the Facilities Management Department. During his 32 years of service to the citizens of Escambia County, he continuously impressed his many supervisors by going well beyond what was expected of him; and

WHEREAS, Through the years to follow, Mr. Knapp earned the praise and respect from all those he came in contact with. Known as the "expert" on all HVAC components related to all County facilities, Mr. Knapp was routinely called upon, day or night, to assist in all matters related to keeping critical facilities HVAC systems operational at all times; and

WHEREAS, As Maintenance Technician-HVAC, Mr. Knapp always took the initiative to be the first to respond to any emergency situation or major catastrophic event; and

WHEREAS, Mr. Knapp has earned numerous accolades throughout his career from Constitutional Officers, County Administrators, Department Directors, and fellow employees for his untiring work ethic, professionalism, and unwavering commitment to his public service and our citizens of Escambia County; and

WHEREAS, Mr. Knapp was selected the County's Employee of the Month for May 2002, and received the Facilities Management's Employee of the Month for September 2014 "Innovation & Creativity".

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 Albert D. Knapp on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Albert D. Knapp for 32 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

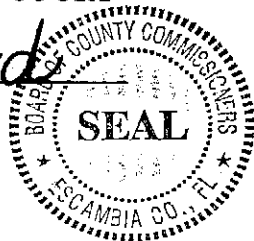
Lumon J. May, District Three

Steven Barry, District Five

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


Deputy Clerk

Dated: October 25, 2016





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11323

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 11/17/2016

Issue: 5:31 p.m. Public Hearing to Adopt the Weekley Bayou Entrance Channel Dredging Maintenance MSBU Ordinance

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Weekley Bayou Entrance Channel Dredging Maintenance MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign the Ordinance creating the Weekley Bayou Entrance Channel Dredging Maintenance Municipal Service Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since dredging maintenance improvements increase the market value of individual lots, and improve accessibility;
- B. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- C. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for dredging maintenance improvements.

BACKGROUND:

The owners of the property abutting the Weekley Bayou channel have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied.

Petitions for creating the MSBU district were circulated among owners of property abutting Weekley Bayou. There are an estimated 79 properties, and of these, property owners representing 58.2% of total property owners signed the petition in favor. This

meets the 55% minimum approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$77.27 annually for 10 years, after which the MSBU will remain in place with no assessment unless or until it is determined by the property owners that additional dredging is necessary.

The dredge spoils will be placed on a .2102 acre parcel on the south side of the mouth of the entrance channel. The recorded owner of this parcel is the Weekley Bayou Improvement Association. Permitting for the project has been accomplished. There are a number of factors that must be considered when permitting dredging and other marine projects. For reference, some typical factors are listed below, although special circumstances may trigger other considerations:

Federal Review by Army Corps of Engineers (coordination with US Fish & Wildlife Service, National Marine Fisheries Service, US Coast Guard, Dept. of Interior, etc.):
Impacts to navigation (per Rivers & Harbors Act of 1899)
Impacts to water quality (per Clean Water Act)
Impacts to Threatened or Endangered species and Critical Habitat (per Endangered Species Act, Marine Mammal Protection Act, etc.)

State Review by Florida Department of Environmental Protection (coordination with Florida Fish & Wildlife, Water Management District, Board of Trustees, Historic Preservation Office, etc.):
Impacts to water quality (Hydrographic “flushing” analysis)
Impacts to sea floor (Bathymetric “depth” survey)
Sediment quality (spoil disposal)
Impacts to cultural or historic resources
Impacts to State-listed species
Riparian rights and impacts to adjacent upland/riparian owners
Proprietary review (authorization by Letter of Consent, Consent by Rule, or Public or Private Easements)

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing repayment to Escambia County for providing dredging maintenance improvements to the Weekley Bayou Entrance Channel, as well as administrative and statutory fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Weekley Bayou Ordinance

ORDINANCE 2016-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE IX RELATING TO DREDGING IMPROVEMENT MUNICIPAL SERVICE BENEFIT UNITS; CREATING DIVISION 2, SECTIONS 70-909 THROUGH 70-916 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH THE WEEKLEY BAYOU ENTRANCE CHANNEL DREDGING MAINTENANCE MUNICIPAL SERVICE BENEFIT UNIT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNANCE OF SAID DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS; AUTHORIZING THE LEVY OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF DREDGING MAINTENANCE BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY §197.3632, FLORIDA STATUTES; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU; and

WHEREAS, by Resolution **R2015-162**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for maintenance dredging services; and

WHEREAS, the owners of the lots abutting the channel have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing dredging maintenance improvements in this district; and

WHEREAS, there are an estimated 79 properties in this proposed district and the property owners have submitted a petition to the Board of County Commissioners that contains greater than 55% of the total of such owners; and

WHEREAS, this total meets the 55% minimum requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners.

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

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

Section 2. Chapter 70, Article IX, Division 1, Sections 70-901 through 70-908 of the Escambia County Code of Ordinances are hereby reserved.

Section 3. Chapter 70, Article IX, Division 2, Sections 70-909 through 70-916 of the Escambia County Code of Ordinances are hereby created to read as follows:

Sec. 70-909. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under the authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing a dredging maintenance district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-910. SHORT TITLE. This Ordinance shall be known and referred to as the "Weekley Bayou Entrance Channel Dredging Maintenance Municipal Service Benefit Unit Ordinance."

Sec. 70-911. DEFINITIONS. The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(A) *Annual Installment* shall mean one tenth (1/10) of the total Cost of the improvements, a four percent (4%) interest charge on the remaining Cost and accrued interest compounded annually, plus any statutory administrative fees payable to the Tax Collector and the Property Appraiser.

(B) *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

(C) *Costs* shall mean the total cost of dredging maintenance and administrative costs associated with improving the Weekley Bayou Entrance Channel in the District. The costs for dredging maintenance may include, but are not limited to, the costs of mobilizing, labor, materials, performance bond, 10 year submerged land lease, and surveys.

(D) *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

(E) *District* shall mean that geographical area of the Weekley Bayou Entrance Channel Dredging Maintenance MSBU as described in **Exhibit A**, attached hereto and

incorporated by reference herein.

(F) *Fiscal Year* shall mean the period of time between October 1st and September 30th.

(G) *Improvements* shall mean all dredging maintenance within the District. However, any dredging maintenance undertaken shall not be construed as establishing ownership of any roads, streets, or easements located within the District or any obligation to maintain the same.

(H) *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel identified with a unique property identification number by the Property Appraiser.

Sec. 70-912. DISTRICT CREATED. There is hereby created within Escambia County the Weekley Bayou Entrance Channel Dredging Maintenance Municipal Service Benefit Unit for the purpose of providing dredging maintenance within the District. The aforementioned District shall include all Lots which benefit from the dredging maintenance improvements, including those Lots listed in **Exhibit A**, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones.

Sec. 70-913. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

(A) To authorize and provide for the collection and disbursement of non-ad valorem special assessments to defray the Costs associated with the dredging maintenance improvements within the District.

(B) To provide for or contract for the dredging maintenance improvements within the District.

(C) To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

(D) To fairly and reasonably apportion the Cost of the dredging maintenance improvements among all specially benefited Lots.

(E) To prepare and adopt an annual budget for the District.

(F) To make legislative findings related to the special benefits provided to Lots located in the District.

(G) To otherwise act or satisfy its duties and responsibilities under this Ordinance.

(H) To adopt by resolution, rules and regulations regarding fiscal management of the District.

Sec. 70-914. LEGISLATIVE FINDINGS.

(A) The proposed Weekley Bayou Entrance Channel Dredging Maintenance MSBU has met the criteria established by the Board of County Commissioners in the Escambia County MSBU Guidelines and Procedures for a municipal service benefit unit.

(B) Lots in the District are specially benefited whereby dredging maintenance improvements within the District will increase the market value of an individual Lot and improve accessibility.

(C) The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the Cost of the special benefit received by each Lot and do not represent the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

(D) Through its creation of the District, the Board of County Commissioners has not accepted ownership of any roads, streets, easements, or Lots located within the District other than those expressly accepted or acquired through vote of the Board of County Commissioners, and the Board of County Commissioners shall not maintain such properties during or subsequent to any dredging maintenance in the District.

Sec. 70-915. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

(A) The Board shall authorize the levy of a non-ad valorem special assessment for dredging maintenance on individual Lots located within the District the first year following completion of the improvements. This non-ad valorem special assessment for dredging maintenance shall be levied following the preparation and adoption of a budget by the Board as provided by law each Fiscal Year.

(B) All special non-ad valorem special assessments shall be levied and collected by the uniform method of collection as adopted by the Escambia County Board of County Commissioners pursuant to §197.3632, Florida Statutes. All non-ad valorem special assessments shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this Ordinance, until said non-ad valorem special assessments are paid.

(C) The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments as provided in §197.3632 (2), Florida Statutes.

(D) The amount of non-ad valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot. The non-ad valorem special assessment for dredging maintenance shall be fairly and reasonably apportioned among the benefited Lots by dividing the Cost of the dredging maintenance by the number of residential Lots in the District at the time of completion of the improvements.

(E) Said non-ad valorem special assessment may be paid in one lump sum payment or may be amortized over a ten (10) year period at four percent (4%) interest compounded annually plus any applicable statutory administrative fees payable to the Tax Collector and Property Appraiser. No discount shall be applied to early payment of the total outstanding non-ad valorem special assessment due. Property owners may prepay any outstanding non-ad valorem special assessment in whole or in part without penalty. Any partial prepayment received shall be applied to the outstanding non-ad valorem special assessment balance and shall not postpone the date of any subsequent payment due or waive any future applicable interest or statutory administrative fees payable to the Tax Collector or Property Appraiser.

(F) A certified copy of this Ordinance shall be recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-716. APPEAL PROCESS.

(A) Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District or any of the annual installments paid on the outstanding non-ad valorem special assessment by notifying the Clerk of the Circuit Court in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment. The Clerk of the Circuit Court shall review the request and determine within ten (10) business days whether an error of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board. The Clerk of the Circuit Court shall be authorized to correct facial errors based on these information sources. The Clerk of the Circuit Court shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due or any of the annual installments as a result of the identification error, with notice to the Board.

(B) In the event the Clerk of the Circuit Court is unable to determine whether a property owner's Lot has been erroneously assessed or believes the non-ad valorem special assessment or any annual installment is correct, the Clerk of the Circuit Court shall forward the Lot owner's written notice to the County Administrator or designee. The County Administrator or designee shall review and investigate the alleged error and determine, within a reasonable period of time based on the circumstances, whether the

non-ad valorem special assessment or any annual installment should or should not be adjusted.

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary adjustment to the amount of the owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

(D) In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll or that the annual installment has been erroneously calculated.

(E) At the next available meeting, the Board of County Commissioners shall either: 1) direct the County Administrator or designee to adjust the non-ad valorem special assessment due or the annual installment; or 2) advise the property owner the Board finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

(F) The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee for processing the appeal is available.

Section 4. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 5. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 6. EFFECTIVE DATE. This Ordinance shall take effect upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

DONE AND ENACTED THIS ___ DAY OF _____, 2016.

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

**ATTEST: Pam Childers
Clerk to the Circuit Court**

Grover C. Robinson, IV, Chairman

Deputy Clerk

(Seal)

**Enacted:
Filed with Department of State:
Effective:**

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 11/2/16

EXHIBIT A

The Weekley Bayou Entrance Channel Maintenance Dredging Municipal Service Benefit Unit District shall include the following parcels, and any parcel benefitting from the improvements excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones:

073S324001000020	073S324000180003	073S325001001001
073S324001002020	073S324000080003	073S324002000010
073S324001008020	073S324000070003	073S324002000032
073S324001000003	073S324000060003	073S324002000036
073S324001001003	073S324000050003	073S324002003001
073S324001000007	073S324000010003	073S324002001021
073S324001000001	073S324000016002	073S324002000016
073S324001000005	073S324000015002	073S324002000024
073S324001000004	073S324000014002	073S324002001022
073S324001000006	073S324000013002	073S324002000022
073S324001000008	073S324000012002	073S324002000020
073S324001000010	073S324000006002	073S324002000006
073S324000040006	073S324000005002	073S324002002001
073S324000050006	073S324000004002	073S324001000011
073S324000060006	073S324000002002	073S324001000009
073S324000070006	073S324000001002	073S324002000023
073S324000080006	073S325001000029	073S324002001023
073S324000090006	073S325001000013	073S324001000013
073S324000100006	073S325001000014	073S324001001013
073S324000110006	073S325001000012	
073S325001000026	073S325001000011	
073S324000120006	073S325001000010	
073S325001000025	073S325001000009	
073S325001000032	073S325001000008	
073S324000250003	073S325001000007	
073S324000231003	073S325001000006	
073S324000220003	073S325001000005	
073S324000210003	073S325001000004	
073S324000200003	073S325001000003	
073S324000190003	073S325001000002	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11319

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 11/17/2016

Issue: 5:32 p.m. Public Hearing and Supplemental Budget Amendment #001
– Re-budgets

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of amending the Fiscal Year 2016/2017 Budget for the purpose of recognizing prior year grants and project balances and appropriating these funds for ongoing projects.

Recommendation: That the Board take the following action concerning re-budgeting on-going projects that were not completed by the end of Fiscal Year 2015/2016:

A. Conduct the 5:32 p.m. Public Hearing on November 17, 2016, amending the Fiscal Year 2016/2017 Budget for the purpose of recognizing prior year grants and project balances and appropriating these funds for on-going projects;

B. Adopt, following the Public Hearing, the Resolution approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Tourist Development Fund (108), Other Grants & Projects (110), Disaster Recovery Fund (112), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Perdido Beach Mouse Fund (117), Gulf Coast Restoration Fund (118), SHIP Fund (120), Escambia Affordable Housing Fund (124), CDBG/HUD Entitlement Fund (129), Fire Protection Fund (143), Community Redevelopment Fund (151), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), Drainage Basin Funds (181), FTA Capital Fund (320), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Emergency Services Fund (408), and Internal Service Fund (501), in the amount of \$152,688,354.17 to re-budget the funds associated with on-going grants and projects that were not completed by the end of Fiscal Year 2015/2016; and

C. Approve all associated Fiscal Year 2016/2017 Purchase Orders for projects with existing Purchase Orders.

BACKGROUND:

This supplemental budget amendment amends the FY 2016/2017 Budget to include re-budgets from FY 2015/2016. Re-budgets are funds for grants and projects that were approved in FY 2015/2016 or earlier, but since these projects were not completed, the associated funds must be brought forward into the FY 2016/2017 Budget, so these projects can be completed.

The description of each of these projects can be found in the attached backup.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FY2016/2017 Re-Budgets & Backup

**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 County Budget.

WHEREAS, projects that began in the FY2015/2016 Budget have not been completed, and the funds associated with these projects must be rolled forward into the FY2016/2017 Budget 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, 2017:

<u>Fund Name</u>	<u>Fund Number</u>
General Fund	1
Escambia County Restricted Fund	101
Economic Development Fund	102
Tourist Promotion	108
Other Grants and Projects Fund	110
Disaster Recovery Fund	112
Library Fund	113
Misdemeanor Probation Fund	114
Article V Fund	115
Perdido Beach Mouse Fund	117
Gulf Coast Restoration Fund	118
SHIP Fund	120
Escambia Affordable Housing Fund	124
CDBG HUD Entitlement Fund	129
Fire Protection Fund	143
Community Redevelopment Fund	151
Bob Sikes Toll Fund	167
Transportation Trust Fund	175
Drainage Basin Funds	181
FTA Capital Project Fund	320
Local Option Sales Tax III	352
Solid Waste Fund	401
Emergency Services Fund	408
Internal Service Fund	501

<u>Revenue Title</u>	<u>Fund Number</u>	<u>Account Code</u>	<u>Amount</u>
Fund Balance	001	389901	297,291
Fund Balance	001	389901	64,756
Fund Balance	001	389901	131,323
Fund Balance	001	389901	28,585
Fund Balance	001	389901	24,000
Fund Balance	001	389901	14,220
Fund Balance	001	389901	25,998
Fund Balance	001	389901	129,260
Tree Fund Ordinance Fees	101	343701	25,000
Wetland Mitigation Fees	101	349010	8,000
Memorial Reef	101	366004	6,219
Jones Swamp Wetland Preserve	101	365002	17,486
Fishing Bridge Fees	101	347206	10,000
Fund Balance	108	389901	75,305
2015 Homeland Security Grant	110	334276	74,222
FEMA Flood Mitigation Assist Grant	110	334622	600,242
Vessel Registration Fees	110	334704	100,000
Glynn Key Stormwater	110	331305	5,000
Density Reduction PNS-NAS	110	334220	25,251
Density Reduction Area "A" APZ	110	334268	494,455
Defense Infrastructure 2013	110	334279	200,000
Defense Infrastructure 2014	110	334280	200,000
FDEP LID Monitoring Grant	110	334367	97,008
NFWF Jones Swamp Patton	110	334369	28,925
FDEP G0409 Beach Haven/Bdwalk	110	334372	721,914
EMS County Award grant	110	334221	13,467
Hazardous Materials Plan Grant	110	334244	16,598
Citizen Corps Grant	110	334251	7,000
EMP Federal Grant	110	331266	86,028
DCA-CIVIL DEFENSE GRT2012	110	331228	16,177
DOMESTIC SECURITY GRANT	110	334252	2,984

Insurance Proceeds	112	369008	40,000
Fund Balance	113	389901	6,576
Friends of the Library Donations	113	366218 (New)	15,000
Fund Balance	114	389901	57,116
Fund Balance	115	389901	60,056
Perdido Key Beach Mouse	117	324221	3,000
NRDA Boat Ramps	118	334735	534,805
NFWF# 45910 Bayou Chico	118	334385	10,851,066
Perdido Key Dune Restoration	118	334325	468,240
FWC 15153 Artificial Reefs	118	334737	634,147
RESTORE Planning Assistance	118	334736	4,504
Turtle Lighting - Perdido Key	118	334370	37,510
NRDA Bob Sikes Fishing Pier	118	334738	963,090
Fund Balance	175	389901	64,595
Fund Balance	175	389901	278,699
Fund Balance	175	389901	3,100
Master Drainage Basin 1	181	325101	6,989
Master Drainage Basin 2	181	325102	13,605
Master Drainage Basin 3	181	325103	19,776
Master Drainage Basin 4	181	325104	14,011
Master Drainage Basin 5	181	325105	24,025
Master Drainage Basin 6	181	325106	57,614
Master Drainage Basin 7	181	325107	10,423
Master Drainage Basin 8	181	325108	29,895
Master Drainage Basin 9	181	325109	36,070
Master Drainage Basin 10	181	325110	62,196
Master Drainage Basin 11	181	325111	5,639
Master Drainage Basin 12	181	325112	22,078
Master Drainage Basin 13	181	325113	34,520
Master Drainage Basin 14	181	325114	16,412
Master Drainage Basin 15	181	325115	14,097
Master Drainage Basin 16	181	325116	58,723
Master Drainage Basin 17	181	325117	9,305
Master Drainage Basin 18	181	325118	7,902
2010 FTA Grant FL90X728	320	331455	44,646
2011 FTA Grant FL90X759	320	331459	156,696
2012 FTA Grant FL90-X804	320	331460	209,043
2013 FTA320 FL90-X818	320	331462	45,478
2013 FTA320 FL90-X825	320	331464	40,000
Good Repair Grant FL-04018100	320	331466	44,875
2013 FTA Grant FL16-0008	320	331467	1,340
2014 FTA Grant FL16-0009	320	331468	21,600
2013 FTA 5339 FL 34-0021	320	331470	97,969
2014 FTA 320 FL90-X848	320	331472	81,716
FTA-VTCLI Grant	320	331475	23,377
2015 FTA 320 FL90-X877-00	320	331477	718,821
2014 FTA 320 FL34-0030-00	320	331478	98,721
2015FTA/FDOT FL 16-X015-02	320	331479	25,476
Fund Balance	352	389901	491,831
Fund Balance	352	389901	479
Fund Balance	352	389901	80,504
Fund Balance	352	389901	3,108,563
Fund Balance	352	389901	22,021
Fund Balance	352	389901	2,375,043
Fund Balance	352	389901	57,845
Crabtree Church Rd LAO	352	334448	1,274,518
Maplewoods Drainage	352	331319	137,226
Jacks Branch Rd	352	334451	611,071
Muscogee Road	352	334453	1,876,051
Quietwater Beach Landing	352	334495	860,942
Bauer Road Paved Shoulders	352	334496	40,315
Johnson Ave Stormwater	352	334497	259,200
CR 292 Gulf Beach Hwy	352	334499	128,334
SRIA Contribution	352	337403	154,023
HMGP Bristol Creek	352	331285	6,189,379
HMGP Lake Charlene	352	331286	19,092
Myrtle Grove Elementary	352	331413	225,756
IIDC Water and Sewer Grant	352	335350	924,850
Fund Balance	352	389901	3,181,703
Fund Balance	352	389901	1,933,388
SRIA Contribution	352	337403	105,147
ECUA Contribution	352	337302	3,534,564
LAP CR196 Paved Shoulders	352	334491	236,649
LAP CR99 Paved Shoulders	352	334492	248,979

LAP CR295A Corry Field	352	334498	1,027,967
SRIA Contribution	352	337403	676,181
Charges for Service Cultural	352	347301	3,920
Fund Balance	352	389901	42,452,475
Fund Balance	352	389901	43,083
Fund Balance	401	389901	175,000
Fund Balance	401	389901	190,000
Fund Balance	501	389901	10,643,997
Fund Balance	001	389901	207,504.40
TREE FUND ORDINANCE FEES	101	334701	8,720.00
TREE FUND ORDINANCE FEES	101	334701	5,100.00
NATL POLLUTNT DISCHRG SYS	101	334332	2,400.00
NATL POLLUTNT DISCHRG SYS	101	334332	5,720.00
SAFE NEIGHBORHOOD PROGRAM	101	348532	4,671.33
SAFE NEIGHBORHOOD PROGRAM	101	348532	18,110.00
ECON DEV OPERATING	102	389901	47,446.35
Fund Balance	108	389901	10,500.00
ORISKANY PCB MONITORING	110	334326	45,000.00
VESSEL REGISTRATION FEES	110	334704	1,918.90
VESSEL REGISTRATION FEES	110	334704	77,469.50
PERDIDO BAY BOAT RAMP	110	331704	148,576.30
DENSITY REDUCTION PNS-NAS	110	334268	6,158.00
FDEP LID MONITORING	110	334367	1,533.05
FDEP LID MONITORING	110	334367	3,540.50
FDEP LID MONITORING	110	334367	8,714.55
FDEP G0439 LID MANUAL	110	334371	86,000.00
FEMA FLOOD MITIGATION GRT	110	334622	41,485.00
FEMA REIMBURSEMENT	112	331203	3,272,600.58
Fund Balance	113	389901	81,107.74
NRDA BOAT RAMPS	118	334735	3,240.00
NFWF#45910BAYOU CHICO	118	334385	181,184.00
PERDIDO KEY DUNE RSTRTN	118	334325	2,520.51
PERDIDO KEY DUNE RSTRTN	118	334325	18,950.00
RESTORE PLANNING ASSIST	118	334736	2,864.37
SHIP 2015 GRANT ADMIN	120	335707	1,200.00
SHIP 2015 GRANT ADMIN	120	335707	900.00
SHIP 2015 GRANT ADMIN	120	335707	17,580.00
SHIP 2016 ADMIN	120	335708	1,200.00
SHIP 2016 ADMIN	120	335708	26,500.00
Fund Balance	124	389901	23,228.65
CDBG 2012 HOUSING REHAB	129	331553	1,200.00
CDBG 2012 HOUSING REHAB	129	331553	2,299.00
CDBG 2012 HOUSING REHAB	129	331553	8,932.00
CDBG 2012 OTHR ACTIVITIES	129	331553	26,026.00
CDBG 2012 OTHR ACTIVITIES	129	331553	14,168.00
BROWNFIELD/ROMANA-VCTC	129	369001	298,409.65
CDBG 2010 OTHR ACTIVITIES	129	331548	6,634.65
CDBG 2011 OTHR ACTIVITIES	129	331552	1,641.35
CDBG 2013 HOUSING REHAB	129	331554	28,440.00
CDBG 2014 OTHR ACTIVITIES	129	331555	199,258.53
CDBG 2015 OTHER ACTIVITIES	129	331556	25,000.00
Fund Balance	143	389901	56,625.00
Fund Balance	151	389901	47,767.25
Fund Balance	167	389901	90,408.83
Fund Balance	175	389901	621,669.64
Fund Balance	181	389901	129,928.68
2010 FTA FL90X728	320	331455	117,720.00
2012 FTA GRANT FL90X804	320	331460	34,416.00
2013 FTA GRANT FL90X804	320	331460	2,095.00
2014 FTA320 FL90-X848	320	331472	109,511.00
2015FTA320FL90-X877-00	320	331477	37,716.73
2015FTA320FL90-X877-01	320	331477	109,511.00
2014FTA-320-FL34-0030-00	320	331478	219,022.00
2010 FTA FL90X728	320	331455	8,720.58
PCOLA BCH RESTROOM.BRDWLK	352	337403	84,853.00
EDTPFA-MUSCOGEE & US 29	352	334453	24,416.02
QUIETWTR BCH LNDNG LAP	352	334495	116,997.00
E.JOHNSEN STRMWTR RPR LAP	352	334497	24,006.49
E.JOHNSEN STRMWTR RPR LAP	352	334497	195,196.00
CR292 GB HWY DRAINAGE LAP	352	334499	20,183.01
SRIA TRAFFIC CALMING	352	337403	19,145.56
SRIA TRAFFIC CALMING	352	337403	363,928.06
HMGP LAKE CHARLENE	352	331285	295,181.73

Fund Balance	352	389901	32,586,738.76
Fund Balance	401	389901	5,533,300.89
Fund Balance	408	389901	1,667,912.13
Fund Balance	501	389901	2,284,378.90
Sub-Total			\$102,911,352.00
Sub-Total			\$49,777,002.17
Grand Total			\$152,688,354.17

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	001/110101	53401	12,291
Aids to Private Organizations	001/110101	58201	10,000
Machinery & Equipment	001/110201	56401	50,000
Aids to Private Organizations	001/130201	58201	200,000
Repair & Maintenance	001/380201	54601	25,000
Machinery & Equipment	001/310204	56401	622
Machinery & Equipment	001/310204	56401	54,784
Repair & Maintenance	001/310204	54601	9,350
Repair & Maintenance	001/210607	54601	31,507
Operating Supplies	001/210607	55201	15,316
Buildings	001/210607	56201	72,812
Improvements other than Buildings	001/210607	56301	10,000
Machinery & Equipment	001/210607	56401	1,688
Repair & Maintenance	001/210612	54601	14,531
Operating Supplies	001/210612	55201	14,054
Land	001/220100	56101	6,000
Improvements other than Buildings	001/220100	56301	18,000
Machinery & Equipment	001/221001	56401	14,220
Machinery & Equipment	001/270103	56401	25,998
Machinery & Equipment	001/270102	56401	129,260
Other Contractual Services	101/220310	53401	20,000
Operating Supplies	101/220310	55201	5,000
Other Contractual Services	101/220336	53401	6,000
Repair & Maintenance	101/220336	54601	2,000
Improvements other than Buildings	101/220809	56301	6,219
Repair & Maintenance	101/221016	54601	17,486
Repair & Maintenance	101/350236	54601	10,000
Aids to Private Organizations	108/360105	58201	44,800
Aids to Private Organizations	108/360105	58201	7,500
Aids to Private Organizations	108/360105	58201	23,005
Operating Supplies	110/330237	55201	1,340
Training & Registration	110/330237	55501	1,600
Machinery & Equipment	110/330237	56401	71,282
Other Grants and Aids	110/250121	58301	600,242
Improvements other than Buildings	110/220807	56301	100,000
Other Contractual Services	110/221002	53401	3,000
Repair & Maintenance	110/221002	54601	2,000
Land	110/221006	56101	25,251
Land	110/221015	56101	494,455
Land	110/221019	56101	200,000
Land	110/221020	56101	200,000
Other Contractual Services	110/221021	53401	90,333
Operating Supplies	110/221021	55201	6,675
Other Contractual Services	110/221023	53401	24,425
Rentals & Leases	110/221023	54401	2,250
Printing & Binding	110/221023	54701	2,250
Improvements other than Buildings	110/221024	56301	721,914
Operating Supplies	110/330318	55201	2,005
Machinery & Equipment	110/330318	56401	11,462
Operating Supplies	110/330323	55201	3,822
Machinery & Equipment	110/330323	56401	5,863
Intangible Assets	110/330323	56801	6,913
REGULAR SALARIES & WAGES	110/330409	51201	48,568
FICA TAXES	110/330409	52101	3,810
RETIREMENT CONTRIBUTIONS	110/330409	52201	3,495
LIFE & HEALTH INSURANCE	110/330409	52301	8,431
WORKER'S COMPENSATION	110/330409	52401	122
COMMUNICATIONS	110/330409	54101	2,142
REPAIR & MAINTENANCE	110/330409	54601	967
OFFICE SUPPLIES	110/330409	55101	2,243

OPERATING SUPPLIES	110/330409	55201	4,500
BOOK/PUBL/SUBSCRIPT/MEMBR	110/330409	55401	250
TRAINING/REGISTRATION	110/330409	55501	3,500
MACHINERY & EQUIPMENT	110/330409	56401	8,000
TRAVEL & PER DIEM	110/330412	54001	2,887
POSTAGE & FREIGHT	110/330412	54201	156
OFFICE SUPPLIES	110/330412	55101	6,524
OPERATING SUPPLIES	110/330412	55201	1,876
BOOK/PUBL/SUBSCRIPT/MEMBR	110/330412	55401	3,257
TRAINING/REGISTRATION	110/330412	55501	1,475
MACHINERY & EQUIPMENT	110/330412	56401	2
Other Contractual Services	110/330458	53401	7,000
PROFESSIONAL SERVICES	110/330459	53101	1,131
OTHER CONTRACTUAL SERVICE	110/330459	53401	888
OFFICE SUPPLIES	110/330459	55101	500
OPERATING SUPPLIES	110/330459	55201	465
Repair & Maintenance	112/330494	54601	40,000
Machinery & Equipment	113/110503	56401	6,576
Operating Supplies	113/110509 (New)	55201	15,000
Machinery & Equipment	114/290301	56401	57,116
Machinery & Equipment	115/410505	56401	60,056
Operating Supplies	117/220335	55201	3,000
Other Contractual Services	118/222001	53401	265,975
Utility Services	118/222001	54301	37,643
Rentals & Leases	118/222001	54401	73,903
Repair & Maintenance	118/222001	54601	147,313
Operating Supplies	118/222001	55201	9,971
Regular Salaries	118/222002	51201	40,000
Other Contractual Services	118/222002	53401	74,000
Operating Supplies	118/222002	55201	20,000
Improvements other than Buildings	118/222002	56301	10,717,066
Professional Services	118/222003	53101	41,779
Repair & Maintenance	118/222003	54601	426,461
Other Contractual Services	118/222004	53401	115,000
Rentals & Leases	118/222004	54401	6,089
Operating Supplies	118/222004	55201	13,058
Improvements other than Buildings	118/222004	56301	500,000
Other Contractual Services	118/222030	53401	4,504
Professional Services	118/222040	53101	10,000
Other Grants and Aids	118/222040	58301	27,510
Improvements other than Buildings	118/222005	56301	963,090
Other Contractual Services	175/211602	53401	64,595
Machinery & Equipment	175/210402	56401	278,699
Machinery & Equipment	175/210404	56401	3,100
Improvements other than Buildings	181/210719	56301	6,989
Improvements other than Buildings	181/210720	56301	13,605
Improvements other than Buildings	181/210721	56301	19,776
Improvements other than Buildings	181/210722	56301	14,011
Improvements other than Buildings	181/210723	56301	24,025
Improvements other than Buildings	181/210724	56301	57,614
Improvements other than Buildings	181/210725	56301	10,423
Improvements other than Buildings	181/210726	56301	29,895
Improvements other than Buildings	181/210727	56301	36,070
Improvements other than Buildings	181/210728	56301	62,196
Improvements other than Buildings	181/210729	56301	5,639
Improvements other than Buildings	181/210730	56301	22,078
Improvements other than Buildings	181/210731	56301	34,520
Improvements other than Buildings	181/210732	56301	16,412
Improvements other than Buildings	181/210733	56301	14,097
Improvements other than Buildings	181/210734	56301	58,723
Improvements other than Buildings	181/210735	56301	9,305
Improvements other than Buildings	181/210736	56301	7,902
Support Facility Repairs	320/211222	54607	38,321
Operating Supplies	320/211222	55201	837
Computer, Equipment, Software	320/211222	55230	5,488
Support Facility Repairs	320/211223	54607	133,397
Computer, Equipment, Software	320/211223	55230	15,221
Maintenance Equipment	320/211223	56408	8,078
Professional Services	320/211224	53101	863
Repair & Maintenance	320/211224	54601	147,000
Machinery & Equipment	320/211224	56401	61,180
Improvements other than Buildings	320/211225	56301	15,000
Machinery & Equipment	320/211225	56401	30,478
Improvements other than Buildings	320/211226	56301	20,000

Machinery & Equipment	320/211226	56401	20,000
Machinery & Equipment	320/211227	56401	44,875
Machinery & Equipment	320/211228	56401	1,340
Machinery & Equipment	320/211229	56401	21,600
Improvements other than Buildings	320/211230	56301	27,969
Machinery & Equipment	320/211230	56401	70,000
Improvements other than Buildings	320/211231	56301	31,000
Machinery & Equipment	320/211231	56401	50,716
Repair & Maintenance	320/211232	54601	5,940
Machinery & Equipment	320/211232	56401	3,737
Intangible Assets	320/211232	56801	13,700
Improvements other than Buildings	320/211233	56301	3,083
Machinery & Equipment	320/211233	56401	707,985
Aids to Governmental Agencies	320/211233	58101	7,753
Improvements other than Buildings	320/211234	56301	97,743
Machinery & Equipment	320/211234	56401	978
Machinery & Equipment	320/211235	56401	25,476
Buildings	352/110267	56201	250,000
Buildings	352/110267	56201	241,831
Buildings	352/290407	56201	479
Buildings	352/350229	56201	80,504
Improvements other than Buildings	352/350229	56301	3,108,563
Operating Supplies	352/110267	55201	22,021
Improvements other than Buildings	352/220102	56301	64,755
Land	352/220102	56101	255,260
Land	352/220102	56101	50,000
Improvements other than Buildings	352/220102	56301	1,816
Improvements other than Buildings	352/220102	56301	168,000
Improvements other than Buildings	352/220102	56301	29,040
Improvements other than Buildings	352/220102	56301	350,000
Improvements other than Buildings	352/220102	56301	12,179
Improvements other than Buildings	352/220102	56301	1,443,993
Machinery & Equipment	352/210107	56401	34,153
Machinery & Equipment	352/210107	56401	23,692
Improvements other than Buildings	352/210110	56301	1,274,518
Improvements other than Buildings	352/210112	56301	137,226
Improvements other than Buildings	352/210113	56301	611,071
Improvements other than Buildings	352/210114	56301	1,876,051
Improvements other than Buildings	352/210115	56301	860,942
Improvements other than Buildings	352/210116	56301	40,315
Improvements other than Buildings	352/210117	56301	259,200
Improvements other than Buildings	352/210118	56301	128,334
Improvements other than Buildings	352/210119	56301	154,023
Improvements other than Buildings	352/210120	56301	6,189,379
Improvements other than Buildings	352/210121	56301	19,092
Improvements other than Buildings	352/210517	56301	225,756
Improvements other than Buildings	352/110211	56301	924,850
Aids to Governmental Agencies	352/110272	58101	3,181,703
Improvements other than Buildings	352/110273	56301	1,933,388
Improvements other than Buildings	352/110274	56301	105,147
Improvements other than Buildings	352/210107	56301	3,534,564
Improvements other than Buildings	352/210107	56301	236,649
Improvements other than Buildings	352/210107	56301	248,979
Improvements other than Buildings	352/210107	56301	1,027,967
Improvements other than Buildings	352/210107	56301	676,181
Operating Supplies	352/370106	55201	3,920
Improvements other than Buildings	352/210107	56301	42,452,475
Buildings	352/410149	56201	43,083
Professional Services	401/230307	53101	49,000
Repair & Maintenance	401/230307	54601	126,000
Repair & Maintenance	401/230314	54601	190,000
Repair & Maintenance	501/140836	54601	5,102,379
Buildings	501/140836	56201	181,891
Repair & Maintenance	501/140836	54601	5,359,727
Professional Services	001/110201	53101	7,600.00
Professional Services	001/110201	53101	79,500.00
Professional Services	001/140201	53101	4,692.37
Repair & Maintenance	001/210607	54601	15,988.00
Professional Services	001/221001	53101	4,500.00
Intangible Assets	001/221001	56801	21,273.12
Machinery & Equipment	001/270103	56401	7,452.71
Professional Services	001/270109	53101	18,248.20
Machinery & Equipment	001/270111	56401	8,000.00

Repair & Maintenance	001/330403	54601	15,150.00
Buildings	001/330403	56201	12,900.00
Professional Services	001/380201	53101	12,200.00
Other Contractual Services	101/220310	53401	8,720.00
Other Contractual Services	101/220310	53401	5,100.00
Professional Services	101/221018	53101	2,400.00
Intangible Assets	101/221018	56801	5,720.00
Operating Supplies	101/370104	55201	4,671.33
Other Contractual Services	101/370104	53401	18,110.00
Land	102/360704	56101	22,367.05
Professional Services	102/360704	53101	25,079.30
Professional Services	108/220805	53101	7,000.00
Professional Services	108/220805	53101	2,200.00
Aids to Private Organizations	108/360105	58201	1,300.00
Professional Services	110/220338	53101	45,000.00
Other Contractual Services	110/220807	53401	1,918.90
Improvements Other Than Bldgs.	110/220807	56301	77,469.50
Improvements Other Than Bldgs.	110/220812	56301	148,576.30
Land	110/221006	56101	6,158.00
Other Contractual Services	110/221021	53401	1,533.05
Other Contractual Services	110/221021	53401	3,540.50
Operating Supplies	110/221021	55201	8,714.55
Professional Services	110/221025	53101	86,000.00
Other Grants & Aids	110/250121	58301	41,485.00
Operating Supplies	112/330491	55201	452.28
Capital R&M Flood	112/330492	54612	8,465.20
Capital R&M Flood	112/330492	54612	37,578.50
Capital R&M Flood	112/330492	54612	4,513.95
Capital R&M Flood	112/330492	54612	8,747.62
Capital R&M Flood	112/330492	54612	7,857.00
Capital R&M Flood	112/330492	54612	2,086.70
Capital R&M Flood	112/330492	54612	11,550.00
Capital R&M Flood	112/330492	54612	1,750.00
Capital R&M Flood	112/330492	54612	4,487.98
Capital R&M Flood	112/330492	54612	6,600.00
Capital R&M Flood	112/330492	54612	21,441.77
Capital R&M Flood	112/330492	54612	33,157.58
Capital R&M Flood	112/330492	54612	41,956.58
Capital R&M Flood	112/330492	54612	138,691.00
Capital R&M Flood	112/330492	54612	775,009.00
Capital R&M Flood	112/330492	54612	995,735.38
Capital R&M Flood	112/330492	54612	35,502.49
Capital R&M Flood	112/330492	54612	48,200.00
Capital R&M Flood	112/330493	54612	5,411.00
Capital R&M Flood	112/330493	54612	22,830.00
Capital R&M Flood	112/330493	54612	11,890.00
Capital R&M Flood	112/330493	54612	6,196.00
Capital R&M Flood	112/330493	54612	234,531.23
Capital R&M Flood	112/330493	54612	307,531.32
Buildings	112/330494	56201	8,165.00
Buildings	112/330494	56201	11,073.00
Capital R&M Flood	112/330494	54612	470,940.00
Capital R&M Flood	112/330495	54612	10,250.00
Operating Supplies	113/110503	55201	3,229.02
Operating Supplies	113/110503	55201	8,674.92
Machinery & Equipment	113/110503	56401	1,956.48
Machinery & Equipment	113/110503	56401	1,682.02
Machinery & Equipment	113/110503	56401	2,016.31
Machinery & Equipment	113/110503	56401	1,096.27
Machinery & Equipment	113/110503	56401	62,452.72
Other Contractual Services	118/222001	53401	3,240.00
Improvements Other than Bldgs.	118/222002	56301	181,184.00
Other Contractual Services	118/222003	53401	2,520.51
Professional Services	118/222003	53101	18,950.00
Other Contractual Services	118/222030	53401	2,864.37
Other Grants & Aids	120/370201	58301	1,200.00
Other Contractual Services	120/370201	53401	900.00
Other Grants & Aids	120/370201	58301	17,580.00
Other Grants & Aids	120/370202	58301	1,200.00
Professional Services	120/370202	53101	26,500.00
Other Grants & Aids	124/370290	58301	562.00
Other Current Charges	124/370290	54901	2,200.00
Other Grants & Aids	124/370290	58301	20,466.65
Other Grants & Aids	129/370210	58301	1,200.00

Other Contractual Services	129/370210	53401	2,299.00
Other Grants & Aids	129/370210	58301	8,932.00
Buildings	129/370211	56201	26,026.00
Improvements Other than Bldgs.	129/370211	56301	14,168.00
Professional Services	129/370213	53101	298,409.65
Improvements Other than Bldgs.	129/370214	56301	6,634.65
Improvements Other than Bldgs.	129/370216	56301	1,641.35
Other Grants & Aids	129/370217	58301	28,440.00
Professional Services	129/370221	53101	199,258.53
Professional Services	129/370224	53101	25,000.00
Professional Services	143/330206	53101	15,399.43
Repair & Maintenance	143/330206	54601	41,225.57
Other Contractual Services	151/370113	53401	16,935.00
Improvements Other than Bldgs.	151/370115	56301	6,018.80
Improvements Other than Bldgs.	151/370115	56301	24,813.45
Repair & Maintenance	167/140301	54601	37,875.35
Machinery & Equipment	167/140301	56401	16,303.60
Improvements Other than Bldgs.	167/140302	56301	28,466.88
Professional Services	167/140302	53101	3,173.00
Improvements Other than Bldgs.	167/140302	56301	4,590.00
Professional Services	175/210402	53101	5,940.00
Machinery & Equipment	175/210402	56401	219,024.00
Machinery & Equipment	175/210402	56401	74,203.00
Machinery & Equipment	175/210402	56401	63,999.00
Other Contractual Services	175/210405	53401	73,035.61
Operating Supplies	175/210405	55201	31,887.23
Machinery & Equipment	175/211201	56401	307.95
Machinery & Equipment	175/211201	56401	5,147.90
Machinery & Equipment	175/211201	56401	9,773.60
Machinery & Equipment	175/211201	56401	637.45
Professional Services	175/211201	53101	107,764.46
Professional Services	175/211201	53101	26,350.00
Professional Services	175/211201	53101	3,599.44
Improvements Other than Bldgs.	181/210723	56301	535.50
Improvements Other than Bldgs.	181/210724	56301	7,479.71
Improvements Other than Bldgs.	181/210725	56301	57,590.54
Improvements Other than Bldgs.	181/210728	56301	12,161.00
Improvements Other than Bldgs.	181/210730	56301	12,000.00
Improvements Other than Bldgs.	181/210731	56301	26,280.00
Improvements Other than Bldgs.	181/210731	56301	1,800.00
Improvements Other than Bldgs.	181/210733	56301	12,081.93
Support Facility Repairs	320/211222	54607	117,720.00
Machinery & Equipment	320/211224	56401	34,416.00
Machinery & Equipment	320/211224	56401	2,095.00
Machinery & Equipment	320/211231	56401	109,511.00
Professional Services	320/211233	53101	37,716.73
Machinery & Equipment	320/211233	56401	109,511.00
Machinery & Equipment	320/211234	56401	219,022.00
Machinery & Equipment	320/320415	56401	8,720.58
Aids to Government Agencies	352/110267	58101	6,000,000.00
Buildings	352/110267	56201	29,565.36
Buildings	352/110267	56201	696,223.72
Buildings	352/110267	56201	4,937.50
Buildings	352/110267	56201	12,890.16
Buildings	352/110267	56201	60,155.97
Buildings	352/110267	56201	146,702.00
Buildings	352/110267	56201	10,689.00
Buildings	352/110267	56201	40,850.00
Buildings	352/110267	56201	10,270.87
Buildings	352/110267	56201	62,000.00
Land	352/110273	56101	157,146.66
Improvements Other than Bldgs.	352/110273	56301	460,354.13
Land	352/110273	56101	3,708,974.00
Improvements Other than Bldgs.	352/110273	56301	352,450.20
Buildings	352/110274	56201	56,277.00
Improvements Other than Bldgs.	352/110274	56301	28,576.00
Improvements Other than Bldgs.	352/210104	56301	384,571.09
Improvements Other than Bldgs.	352/210107	56301	49,984.67
Improvements Other than Bldgs.	352/210107	56301	15,010.10
Improvements Other than Bldgs.	352/210107	56301	108,849.72
Improvements Other than Bldgs.	352/210107	56301	6,090.53
Improvements Other than Bldgs.	352/210107	56301	1,980.50
Improvements Other than Bldgs.	352/210107	56301	6,500.00
Improvements Other than Bldgs.	352/210107	56301	65.72

Improvements Other than Bldgs.	352/210107	56301	26,131.46
Improvements Other than Bldgs.	352/210107	56301	6,409.87
Improvements Other than Bldgs.	352/210107	56301	288,249.41
Improvements Other than Bldgs.	352/210107	56301	13,494.00
Improvements Other than Bldgs.	352/210107	56301	41,300.75
Improvements Other than Bldgs.	352/210107	56301	772.54
Improvements Other than Bldgs.	352/210107	56301	5,884.00
Improvements Other than Bldgs.	352/210107	56301	1,500.00
Improvements Other than Bldgs.	352/210107	56301	3,480.00
Improvements Other than Bldgs.	352/210107	56301	7,280.05
Improvements Other than Bldgs.	352/210107	56301	3,250.56
Improvements Other than Bldgs.	352/210107	56301	47,061.60
Improvements Other than Bldgs.	352/210107	56301	12,620.00
Improvements Other than Bldgs.	352/210107	56301	10,450.00
Improvements Other than Bldgs.	352/210107	56301	7,878.00
Improvements Other than Bldgs.	352/210107	56301	7,384.33
Improvements Other than Bldgs.	352/210107	56301	54,408.31
Improvements Other than Bldgs.	352/210107	56301	840.00
Improvements Other than Bldgs.	352/210107	56301	6,299.00
Improvements Other than Bldgs.	352/210107	56301	124,257.26
Improvements Other than Bldgs.	352/210107	56301	60,766.00
Improvements Other than Bldgs.	352/210107	56301	14,232.45
Improvements Other than Bldgs.	352/210107	56301	885.08
Improvements Other than Bldgs.	352/210107	56301	32,082.50
Improvements Other than Bldgs.	352/210107	56301	32,636.15
Improvements Other than Bldgs.	352/210107	56301	120,154.01
Improvements Other than Bldgs.	352/210107	56301	613,551.02
Improvements Other than Bldgs.	352/210107	56301	1,340.00
Improvements Other than Bldgs.	352/210107	56301	222,773.96
Improvements Other than Bldgs.	352/210107	56301	47,254.46
Improvements Other than Bldgs.	352/210107	56301	1,195,447.77
Improvements Other than Bldgs.	352/210107	56301	192,175.90
Improvements Other than Bldgs.	352/210107	56301	35,281.15
Improvements Other than Bldgs.	352/210107	56301	3,675.00
Improvements Other than Bldgs.	352/210107	56301	159.30
Improvements Other than Bldgs.	352/210107	56301	18,793.75
Improvements Other than Bldgs.	352/210107	56301	4,401.36
Improvements Other than Bldgs.	352/210107	56301	56,984.21
Improvements Other than Bldgs.	352/210107	56301	4,647.00
Improvements Other than Bldgs.	352/210107	56301	170,317.54
Improvements Other than Bldgs.	352/210107	56301	42,473.50
Improvements Other than Bldgs.	352/210107	56301	10,400.00
Improvements Other than Bldgs.	352/210107	56301	247,894.59
Improvements Other than Bldgs.	352/210107	56301	508,056.50
Improvements Other than Bldgs.	352/210107	56301	187,083.89
Improvements Other than Bldgs.	352/210107	56301	46,067.32
Improvements Other than Bldgs.	352/210107	56301	29,335.86
Improvements Other than Bldgs.	352/210107	56301	29,136.06
Improvements Other than Bldgs.	352/210107	56301	49,468.35
Improvements Other than Bldgs.	352/210107	56301	7,100.00
Improvements Other than Bldgs.	352/210107	56301	89,873.89
Improvements Other than Bldgs.	352/210107	56301	10,050.00
Improvements Other than Bldgs.	352/210107	56301	111,467.51
Improvements Other than Bldgs.	352/210107	56301	62,550.00
Land	352/210107	56101	225.00
Improvements Other than Bldgs.	352/210107	56301	280,518.87
Improvements Other than Bldgs.	352/210107	56301	337,890.80
Improvements Other than Bldgs.	352/210107	56301	160,009.84
Improvements Other than Bldgs.	352/210107	56301	24,733.45
Improvements Other than Bldgs.	352/210107	56301	208,080.00
Improvements Other than Bldgs.	352/210107	56301	517,251.70
Improvements Other than Bldgs.	352/210107	56301	1,661,103.22
Improvements Other than Bldgs.	352/210107	56301	178,188
Improvements Other than Bldgs.	352/210107	56301	39,689
Improvements Other than Bldgs.	352/210107	56301	232,026
Improvements Other than Bldgs.	352/210107	56301	98,538.77
Improvements Other than Bldgs.	352/210107	56301	454,145.50
Improvements Other than Bldgs.	352/210107	56301	359,946.00
Improvements Other than Bldgs.	352/210107	56301	85,650.00
Improvements Other than Bldgs.	352/210107	56301	27,174.10
Improvements Other than Bldgs.	352/210107	56301	32,692.00
Improvements Other than Bldgs.	352/210107	56301	23,995.48
Machinery & Equipment	352/210107	56401	17,655.25
Machinery & Equipment	352/210107	56401	14,967.25

Improvements Other than Bldgs.	352/210107	56301	39,504.74
Improvements Other than Bldgs.	352/210107	56301	23,600.00
Machinery & Equipment	352/210107	56401	1,000.00
Machinery & Equipment	352/210107	56401	1,148.00
Machinery & Equipment	352/210107	56401	520.00
Machinery & Equipment	352/210107	56401	21,024.00
Improvements Other than Bldgs.	352/210107	56301	49,540.00
Improvements Other than Bldgs.	352/210107	56301	42,847.00
Improvements Other than Bldgs.	352/210107	56301	1,313,391.55
Improvements Other than Bldgs.	352/210107	56301	170,355.80
Improvements Other than Bldgs.	352/210107	56301	51,691.51
Improvements Other than Bldgs.	352/210107	56301	204,948.00
Improvements Other than Bldgs.	352/210107	56301	348,319.80
Improvements Other than Bldgs.	352/210107	56301	123,384.43
Improvements Other than Bldgs.	352/210107	56301	3,663.60
Improvements Other than Bldgs.	352/210107	56301	9,465.60
Improvements Other than Bldgs.	352/210107	56301	479,840.35
Improvements Other than Bldgs.	352/210107	56301	208.25
Improvements Other than Bldgs.	352/210107	56301	0.01
Improvements Other than Bldgs.	352/210107	56301	1,553,248.11
Improvements Other than Bldgs.	352/210109	56301	129,674.85
Improvements Other than Bldgs.	352/210109	56301	2,100,487.03
Improvements Other than Bldgs.	352/210114	56301	24,416.02
Improvements Other than Bldgs.	352/210115	56301	116,997.00
Improvements Other than Bldgs.	352/210117	56301	24,006.49
Improvements Other than Bldgs.	352/210117	56301	195,196.00
Improvements Other than Bldgs.	352/210118	56301	20,183.01
Improvements Other than Bldgs.	352/210119	56301	19,145.56
Improvements Other than Bldgs.	352/210119	56301	363,928.06
Improvements Other than Bldgs.	352/210121	56301	295,181.73
Improvements Other than Bldgs.	352/220102	56301	152.90
Improvements Other than Bldgs.	352/220102	56301	30,000.00
Buildings	352/290407	56201	3,359,106.15
Buildings	352/290407	56201	3,870.00
Buildings	352/290407	56201	5,923.00
Improvements Other than Bldgs.	352/290407	56301	4,820.00
Buildings	352/290407	56201	188,400.00
Other Contractual Services	352/350229	53401	8,775.00
Other Contractual Services	352/350229	53401	10,935.00
Other Contractual Services	352/350229	53401	10,425.00
Other Contractual Services	352/350229	53401	16,310.25
Other Contractual Services	352/350229	53401	15,075.00
Other Contractual Services	352/350229	53401	17,700.00
Buildings	352/350229	56201	4,166.40
Machinery & Equipment	352/350229	56401	46,298.00
Buildings	352/350229	56201	169,496.00
Other Contractual Services	352/370106	53401	19,214.80
Machinery & Equipment	401/230301	56401	1,287.24
Machinery & Equipment	401/230301	56401	1,902.20
Professional Services	401/230304	53101	19,392.00
Professional Services	401/230304	53101	51,725.89
Professional Services	401/230304	53101	2,310.00
Professional Services	401/230304	53101	15,700.00
Machinery & Equipment	401/230304	56401	1,287.24
Machinery & Equipment	401/230304	56401	1,162.97
Professional Services	401/230307	53101	6,907.50
Professional Services	401/230309	53101	2,800.00
Repair & Maintenance	401/230314	54601	73,606.85
Machinery & Equipment	401/230314	56401	223,831.00
Improvements Other than Bldgs.	401/230315	56301	125,310.00
Improvements Other than Bldgs.	401/230315	56301	824,960.00
Improvements Other than Bldgs.	401/230315	56301	4,155,393.00
Improvements Other than Bldgs.	401/230315	56301	25,000.00
Professional Services	401/230316	53101	725.00
Machinery & Equipment	408/330302	56401	359,996.24
Improvements Other than Bldgs.	408/330302	56301	47,900.00
Training	408/330302	55501	40,950.40
Machinery & Equipment	408/330302	56401	497,040.00
Machinery & Equipment	408/330302	56401	51,984.24
Machinery & Equipment	408/330302	56401	26,182.00
Machinery & Equipment	408/330302	56401	6,209.25
Machinery & Equipment	408/330302	56401	14,570.00
Machinery & Equipment	408/330302	56401	87,948.00
Machinery & Equipment	408/330302	56401	535,132.00

Professional Services	501/140836	53101	70.00
Buildings	501/140836	56201	30,326.00
Repair & Maintenance	501/140836	54601	1,786.02
Other Contractual Services	501/140836	53401	1,459,420.00
Buildings	501/140836	56201	9,500.00
Other Contractual Services	501/140836	53401	391,532.60
Other Contractual Services	501/140836	53401	366,744.24
Professional Services	501/150108	53101	25,000.04
Sub-Total			\$102,911,352.00
Sub-Total			\$49,777,002.17
Grand Total			\$152,688,354.17

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Grover C. Robinson, IV, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
Re-Budget Amendment - #001

FY 16/17 Re-Budgets-Manual Entry							
Expense Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
BCC - Administration	001	110101	001/110101	53401	Other Contractual Services	12,291.00	BCC Intern money, balance to be rolled forward.
BCC - Administration	001	110101	001/110101	58201	Aids to Private Organizations	10,000.00	BCC Intern money, balance to be rolled forward (D-5 only).
BCC/ Non-Departmental	001	110201	001/110201	56401	Machinery & Equipment	50,000.00	AV Equipment for the Old County Courthouse.
Non-Departmental/Social Programs	001	130201	001/130201	58201	Aids to Private Organizations	200,000.00	Social Programs, balance to be rolled forward.
Public Information Office	001	380201	001/380201	54601	Repair & Maintenance	25,000.00	AV repairs and Board Chamber equipment upgrades.
Facilities/Priority One	001	310204	001/310204	56401	Machinery & Equipment	622.00	COB Chiller Replacement
Facilities/Priority One	001	310204	001/310204	56401	Machinery & Equipment	54,784.00	COB Chiller Replacement
Facilities/Priority One	001	310204	001/310204	54601	Repair & Maintenance	9,350.00	Energy Conservation Project/Light Retrofit
Facilities/Juvenile Justice	001	210607	001/210607	54601	Repair & Maintenance	31,507.00	Juvenile Justice
Facilities/Juvenile Justice	001	210607	001/210607	55201	Operating Supplies	15,316.00	Juvenile Justice
Facilities/Juvenile Justice	001	210607	001/210607	56201	Buildings	72,812.00	Juvenile Justice
Facilities/Juvenile Justice	001	210607	001/210607	56301	Improvements other than Buildings	10,000.00	Juvenile Justice
Facilities/Juvenile Justice	001	210607	001/210607	56401	Machinery & Equipment	1,688.00	Juvenile Justice
DJJ Assessment	001	210612	001/210612	54601	Repair & Maintenance	14,531.00	DJJ Assessment
DJJ Assessment	001	210612	001/210612	55201	Operating Supplies	14,054.00	DJJ Assessment
Nat Res Mgmt/Admin	001	220100	001/220100	56101	Land	6,000.00	Weekly Bayou/Dredging Easements
Nat Res Mgmt/Admin	001	220100	001/220100	56301	Improvements other than Buildings	18,000.00	Weekly Bayou/Dredging Permits
Nat Res Mgmt/WQLM	001	221001	001/221001	56401	Machinery & Equipment	14,220.00	Purchase Utility Vehicle/Trailer
Information Technology/Telecom	001	270103	001/270103	56401	Machinery & Equipment	25,998.00	Upgrade Public Safety Vodavi Telephone PBX System
Information Technology	001	270102	001/270102	56401	Machinery & Equipment	129,260.00	Replace servers for storage and more drive space-- funds rolling over from 270109 and 270111 into 270102 (combined these CCs in FY16-17)
Nat Res Mgmt/WQLM	101	220310	101/220310	53401	Other Contractual Services	20,000.00	Installation of Trees on County Property
Nat Res Mgmt/WQLM	101	220310	101/220310	55201	Operating Supplies	5,000.00	Purchase of Tree/Seedlings
Nat Res Mgmt/WQLM	101	220336	101/220336	53401	Other Contractual Services	6,000.00	Controlled Burns Jones Swamp
Nat Res Mgmt/WQLM	101	220336	101/220336	54601	Repair & Maintenance	2,000.00	Fence/Drainage Repairs
Nat Res Mgmt/Marine	101	220809	101/220809	56301	Improvements other than Buildings	6,219.00	Purchase/Deployment of Artificial Reef
Nat Res Mgmt/NRCS	101	221016	101/221016	54601	Repair & Maintenance	17,486.00	Maintenance of Fire Lines-Jones Swamp
Parks & Recreation/Fishing Bridge	101	350236	101/350236	54601	Repair & Maintenance	10,000.00	Re-paint Striping/Bridge Maintenance
BCC Tourist Development	108	360105	108/360105	58201	Aids to Private Organizations	44,800.00	District 3, 4th Cent TDT Funds.
BCC Tourist Development	108	360105	108/360105	58201	Aids to Private Organizations	7,500.00	District 4, 4th Cent TDT Funds.
BCC Tourist Development	108	360105	108/360105	58201	Aids to Private Organizations	23,005.00	District 5, 4th Cent TDT Funds.
Public Safety/Fire Services	110	330237	110/330237	55201	Operating Supplies	1,340.00	2015 Homeland Security Grant
Public Safety/Fire Services	110	330237	110/330237	55501	Training & Registration	1,600.00	2015 Homeland Security Grant
Public Safety/Fire Services	110	330237	110/330237	56401	Machinery & Equipment	71,282.00	2015 Homeland Security Grant
Building Services	110	250121	110/250121	58301	Other Grants and Aids	600,242.00	FEMA Flood Mitigation Assistance Grant
Nat Res Mgmt/Marine	110	220807	110/220807	56301	Improvements other than Buildings	100,000.00	Reconfigure Parking Lot Galvez Landing/ADA Upgrade
Nat Res Mgmt/WQLM	110	221002	110/221002	53401	Other Contractual Services	3,000.00	Tree Removal - Jones Creek East
Nat Res Mgmt/WQLM	110	221002	110/221002	54601	Repair & Maintenance	2,000.00	Repairs to Boardwalk - Jones Creek
Nat Res Mgmt/WQLM	110	221006	110/221006	56101	Land	25,251.00	Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221015	110/221015	56101	Land	494,455.00	Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221019	110/221019	56101	Land	200,000.00	Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221020	110/221020	56101	Land	200,000.00	Purchase Property/Appraisals/Title Work

FY 16/17 Re-Budgets-Manual Entry							
Expense Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Nat Res Mgmt/WQLM	110	221021	110/221021	53401	Other Contractual Services	90,333.00	LID Monitoring Costs
Nat Res Mgmt/WQLM	110	221021	110/221021	55201	Operating Supplies	6,675.00	Monitoring Supplies
Nat Res Mgmt/WQLM	110	221023	110/221023	53401	Other Contractual Services	24,425.00	Hydrologic Restoration/Invasives Removal
Nat Res Mgmt/WQLM	110	221023	110/221023	54401	Rentals & Leases	2,250.00	Equipment Rental to Eradicate Invasive Plants
Nat Res Mgmt/WQLM	110	221023	110/221023	54701	Printing & Binding	2,250.00	Printing Educational Brochures
Nat Res Mgmt/WQLM	110	221024	110/221024	56301	Improvements other than Buildings	721,914.00	\$500k Beach Haven/\$221.9k Jones Swamp
Public Safety/EMS	110	330318	110/330318	55201	Operating Supplies	2,005.00	EMS County Award grant remaining balance
Public Safety/EMS	110	330318	110/330318	56401	Machinery & Equipment	11,462.00	EMS County Award grant remaining balance
Public Safety/EMS	110	330323	110/330323	55201	Operating Supplies	3,822.00	Hazardous Materials Plan Grant
Public Safety/EMS	110	330323	110/330323	56401	Machinery & Equipment	5,863.00	Hazardous Materials Plan Grant
Public Safety/EMS	110	330323	110/330323	56801	Intangible Assets	6,913.00	Hazardous Materials Plan Grant
Public Safety/EMS	110	330409	110/330409	51201	REGULAR SALARIES & WAGES	48,568.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	52101	FICA TAXES	3,810.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	52201	RETIREMENT CONTRIBUTIONS	3,495.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	52301	LIFE & HEALTH INSURANCE	8,431.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	52401	WORKER'S COMPENSATION	122.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	54101	COMMUNICATIONS	2,142.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	54601	REPAIR & MAINTENANCE	967.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	55101	OFFICE SUPPLIES	2,243.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	55201	OPERATING SUPPLIES	4,500.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	55401	BOOK/PUBL/SUBSCRIPT/MEMBR	250.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	55501	TRAINING/REGISTRATION	3,500.00	EMP Federal Grant
Public Safety/EMS	110	330409	110/330409	56401	MACHINERY & EQUIPMENT	8,000.00	EMP Federal Grant
Public Safety/EMS	110	330412	110/330412	54001	TRAVEL & PER DIEM	2,887.00	DCA-CIVIL DEFENSE GRT2012
Public Safety/EMS	110	330412	110/330412	54201	POSTAGE & FREIGHT	156.00	DCA-CIVIL DEFENSE GRT2012
Public Safety/EMS	110	330412	110/330412	55101	OFFICE SUPPLIES	6,524.00	DCA-CIVIL DEFENSE GRT2012
Public Safety/EMS	110	330412	110/330412	55201	OPERATING SUPPLIES	1,876.00	DCA-CIVIL DEFENSE GRT2012
Public Safety/EMS	110	330412	110/330412	55401	BOOK/PUBL/SUBSCRIPT/MEMBR	3,257.00	DCA-CIVIL DEFENSE GRT2012
Public Safety/EMS	110	330412	110/330412	55501	TRAINING/REGISTRATION	1,475.00	DCA-CIVIL DEFENSE GRT2012
Public Safety/EMS	110	330412	110/330412	56401	MACHINERY & EQUIPMENT	2.00	DCA-CIVIL DEFENSE GRT2012
Public Safety/EMS	110	330458	110/330458	53401	Other Contractual Services	7,000.00	Citizen Corps Grant - new 2017 funds
Public Safety/EMS	110	330459	110/330459	53101	PROFESSIONAL SERVICES	1,131.00	DOMESTIC SECURITY GRANT
Public Safety/EMS	110	330459	110/330459	53401	OTHER CONTRACTUAL SERVICE	888.00	DOMESTIC SECURITY GRANT
Public Safety/EMS	110	330459	110/330459	55101	OFFICE SUPPLIES	500.00	DOMESTIC SECURITY GRANT
Public Safety/EMS	110	330459	110/330459	55201	OPERATING SUPPLIES	465.00	DOMESTIC SECURITY GRANT
Public Safety/Fire Services	112	330494	112/330494	54601	Repair & Maintenance	40,000.00	CAT E - April 2014 Floods
Library/Information Technology	113	110503	113/110503	56401	Machinery & Equipment	6,576.00	Library IT/Self Check Kiosk Computer
Friends of the Library Donations	113	110509	113/110509	55201	Operating Supplies	15,000.00	Library received a Library Donations deposit on 9/30/16.
Corrections/Community Corrections	114	290301	114/290301	56401	Machinery & Equipment	57,116.00	COB Chiller Replacement
Court Administration	115	410505	115/410505	56401	Machinery & Equipment	60,056.00	Cardkey System Courtroom Expansion
Nat Res Mgmt/WQLM	117	220335	117/220335	55201	Operating Supplies	3,000.00	Operating Supplies - Mouse Traps
Nat Res Mgmt/RESTORE	118	222001	118/222001	53401	Other Contractual Services	265,975.00	Mowing/Trash Pickup at Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54301	Utility Services	37,643.00	Electric/Water Bills for Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54401	Rentals & Leases	73,903.00	Portable Toilets for Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54601	Repair & Maintenance	147,313.00	Repair/Maintain Boat Ramps

FY 16/17 Re-Budgets-Manual Entry							
Expense Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Nat Res Mgmt/RESTORE	118	222001	118/222001	55201	Operating Supplies	9,971.00	Signage for Boat Ramps
Nat Res Mgmt/RESTORE	118	222002	118/222002	51201	Regular Salaries	40,000.00	Stormwater Improvements/Restoration
Nat Res Mgmt/RESTORE	118	222002	118/222002	53401	Other Contractual Services	74,000.00	Stormwater Improvements/Restoration
Nat Res Mgmt/RESTORE	118	222002	118/222002	55201	Operating Supplies	20,000.00	Stormwater Improvements/Restoration
Nat Res Mgmt/RESTORE	118	222002	118/222002	56301	Improvements other than Buildings	10,717,066.00	Stormwater Improvements/Restoration
Nat Res Mgmt/RESTORE	118	222003	118/222003	53101	Professional Services	41,779.00	Restoration Plan/Permitting
Nat Res Mgmt/RESTORE	118	222003	118/222003	54601	Repair & Maintenance	426,461.00	Dune Restoration Construction
Nat Res Mgmt/RESTORE	118	222004	118/222004	53401	Other Contractual Services	115,000.00	Artificial Reef Deployment
Nat Res Mgmt/RESTORE	118	222004	118/222004	54401	Rentals & Leases	6,089.00	Rental Equipment
Nat Res Mgmt/RESTORE	118	222004	118/222004	55201	Operating Supplies	13,058.00	Supplies for Reef Deployment
Nat Res Mgmt/RESTORE	118	222004	118/222004	56301	Improvements other than Buildings	500,000.00	Construction/Deploy Reefs
Nat Res Mgmt/RESTORE	118	222030	118/222030	53401	Other Contractual Services	4,504.00	Contract Labor/Services
Nat Res Mgmt/RESTORE	118	222040	118/222040	53101	Professional Services	10,000.00	Grant Assistance for Lighting Compliance
Nat Res Mgmt/RESTORE	118	222040	118/222040	58301	Other Grants and Aids	27,510.00	Grant Assistance for Lighting Compliance
Public Works/Engineering	118	222005	118/222005	56301	Improvements other than Buildings	963,090.00	NRDA Bob Sikes Fishing Pier
Public Works/Engineering	175	211602	175/211602	53401	Other Contractual Services	64,595.00	Bayou Chico Dredging Project
Public Works/Road Dept	175	210402	175/210402	56401	Machinery & Equipment	278,699.00	1/2 ton Pickup, Trailer-Mounted Chipper, 3/4 ton Pickup Trucks, Asphalt Patch Body, Grapple Boom Type Loader Body
Public Works/Sign Maintenance	175	210404	175/210404	56401	Machinery & Equipment	3,100.00	Sign Board
Public Works/Engineering	181	210719	181/210719	56301	Improvements other than Buildings	6,989.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210720	181/210720	56301	Improvements other than Buildings	13,605.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210721	181/210721	56301	Improvements other than Buildings	19,776.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210722	181/210722	56301	Improvements other than Buildings	14,011.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210723	181/210723	56301	Improvements other than Buildings	24,025.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210724	181/210724	56301	Improvements other than Buildings	57,614.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210725	181/210725	56301	Improvements other than Buildings	10,423.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210726	181/210726	56301	Improvements other than Buildings	29,895.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210727	181/210727	56301	Improvements other than Buildings	36,070.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210728	181/210728	56301	Improvements other than Buildings	62,196.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210729	181/210729	56301	Improvements other than Buildings	5,639.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210730	181/210730	56301	Improvements other than Buildings	22,078.00	Needed for drainage projects in the area due to overabundance of rainfall

FY 16/17 Re-Budgets-Manual Entry							
Expense Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	181	210731	181/210731	56301	Improvements other than Buildings	34,520.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210732	181/210732	56301	Improvements other than Buildings	16,412.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210733	181/210733	56301	Improvements other than Buildings	14,097.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210734	181/210734	56301	Improvements other than Buildings	58,723.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210735	181/210735	56301	Improvements other than Buildings	9,305.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181	210736	181/210736	56301	Improvements other than Buildings	7,902.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/ECAT	320	211222	320/211222	54607	Support Facility Repairs	38,321.00	2010 FTA FL90X728
Public Works/ECAT	320	211222	320/211222	55201	Operating Supplies	837.00	2010 FTA FL90X728
Public Works/ECAT	320	211222	320/211222	55230	Computer, Equipment, Software	5,488.00	2010 FTA FL90X728
Public Works/ECAT	320	211223	320/211223	54607	Support Facility Repairs	133,397.00	2011 FTA Grant FL90X759
Public Works/ECAT	320	211223	320/211223	55230	Computer, Equipment, Software	15,221.00	2011 FTA Grant FL90X759
Public Works/ECAT	320	211223	320/211223	56408	Maintenance Equipment	8,078.00	2011 FTA Grant FL90X759
Public Works/ECAT	320	211224	320/211224	53101	Professional Services	863.00	2012 FTA Grant FL90-X804
Public Works/ECAT	320	211224	320/211224	54601	Repair & Maintenance	147,000.00	2012 FTA Grant FL90-X804
Public Works/ECAT	320	211224	320/211224	56401	Machinery & Equipment	61,180.00	2012 FTA Grant FL90-X804
Public Works/ECAT	320	211225	320/211225	56301	Improvements other than Buildings	15,000.00	2013 FTA320 FL90-X818
Public Works/ECAT	320	211225	320/211225	56401	Machinery & Equipment	30,478.00	2013 FTA320 FL90-X818
Public Works/ECAT	320	211226	320/211226	56301	Improvements other than Buildings	20,000.00	2013 FTA320 FL90-X825
Public Works/ECAT	320	211226	320/211226	56401	Machinery & Equipment	20,000.00	2013 FTA320 FL90-X825
Public Works/ECAT	320	211227	320/211227	56401	Machinery & Equipment	44,875.00	Good Repair Grant FL-04018100
Public Works/ECAT	320	211228	320/211228	56401	Machinery & Equipment	1,340.00	2013 FTA Grant FL16-0008
Public Works/ECAT	320	211229	320/211229	56401	Machinery & Equipment	21,600.00	2014 FTA Grant FL16-0009
Public Works/ECAT	320	211230	320/211230	56301	Improvements other than Buildings	27,969.00	2013 FTA 5339 FL 34-0021
Public Works/ECAT	320	211230	320/211230	56401	Machinery & Equipment	70,000.00	2013 FTA 5339 FL 34-0021
Public Works/ECAT	320	211231	320/211231	56301	Improvements other than Buildings	31,000.00	2014 FTA 320 FL90-X848
Public Works/ECAT	320	211231	320/211231	56401	Machinery & Equipment	50,716.00	2014 FTA 320 FL90-X848
Public Works/ECAT	320	211232	320/211232	54601	Repair & Maintenance	5,940.00	FTA-VTCLI Grant
Public Works/ECAT	320	211232	320/211232	56401	Machinery & Equipment	3,737.00	FTA-VTCLI Grant
Public Works/ECAT	320	211232	320/211232	56801	Intangible Assets	13,700.00	FTA-VTCLI Grant
Public Works/ECAT	320	211233	320/211233	56301	Improvements other than Buildings	3,083.00	2015 FTA 320 FL90-X877-00
Public Works/ECAT	320	211233	320/211233	56401	Machinery & Equipment	707,985.00	2015 FTA 320 FL90-X877-00
Public Works/ECAT	320	211233	320/211233	58101	Aids to Governmental Agencies	7,753.00	2015 FTA 320 FL90-X877-00
Public Works/ECAT	320	211234	320/211234	56301	Improvements other than Buildings	97,743.00	2014 FTA 320 FL34-0030-00
Public Works/ECAT	320	211234	320/211234	56401	Machinery & Equipment	978.00	2014 FTA 320 FL34-0030-00
Public Works/ECAT	320	211235	320/211235	56401	Machinery & Equipment	25,476.00	2015FTA/FDOT FL 16-X015-02
Facilities	352	110267	352/110267	56201	Buildings	250,000.00	Brownsville Community Center/Proj# 13PF2503
Facilities	352	110267	352/110267	56201	Buildings	241,831.00	Brownsville Community Center/Proj# 13PF2503
Facilities	352	290407	352/290407	56201	Buildings	479.00	Bail bondsman Meeting Room/Proj# 14SH2728

FY 16/17 Re-Budgets-Manual Entry							
Expense Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Facilities/Parks	352	350229	352/350229	56201	Buildings	80,504.00	Southwest Sports Complex Restroom Facilities/Proj# 08PR0102
Parks & Recreation/LOST III	352	350229	352/350229	56301	Improvements other than Buildings	3,108,563.00	Parks LOST III Projects
Nat Res Mgmt/Extension	352	110267	352/110267	55201	Operating Supplies	22,021.00	4-H Building/Proj# 12PF1675 - Remainder of \$75k allotment
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	64,755.00	Construct Boat Ramp Proj# 08NE0018
Nat Res Mgmt/LOST III	352	220102	352/220102	56101	Land	255,260.00	Purchase Environmentally Sensitive Land Proj# 08NE0028
Nat Res Mgmt/LOST III	352	220102	352/220102	56101	Land	50,000.00	Appraisal/Survey Redevelopment Property Proj# 08NE0058
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	1,816.00	Perdido Key HCP-Easements Proj# 08NE0072
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	168,000.00	Restoration of Jones/Jackson Creek Proj# 09NE0018
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	29,040.00	Perdido Paddle Trail Proj# 09NE0022
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	350,000.00	Sewer Expansion - East Brownsville Proj# 10NE0018
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	12,179.00	Maggie's Ditch Proj# 11NE1463
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	1,443,993.00	Navy Boulevard Project Design Proj# 12NE1992
Public Works/Road Dept	352	210107	352/210107	56401	Machinery & Equipment	34,153.00	Rotary Cutters
Public Works/Road Dept	352	210107	352/210107	56401	Machinery & Equipment	23,692.00	Roll Off Containers
Public Works/Engineering	352	210110	352/210110	56301	Improvements other than Buildings	1,274,518.00	Crabtree Church Road (LAP Project) 12EN1815
Public Works/Engineering	352	210112	352/210112	56301	Improvements other than Buildings	137,226.00	Maplewoods Drainage - grant monies 09EN0093
Public Works/Engineering	352	210113	352/210113	56301	Improvements other than Buildings	611,071.00	LAP Jacks Branch Road 13EN2325
Public Works/Engineering	352	210114	352/210114	56301	Improvements other than Buildings	1,876,051.00	Muscogee Road LAP Project 15EN3285
Public Works/Engineering	352	210115	352/210115	56301	Improvements other than Buildings	860,942.00	Quietwater Beach Landing LAP 16PF3434
Public Works/Engineering	352	210116	352/210116	56301	Improvements other than Buildings	40,315.00	Bauer Road Paved Shoulders LAP Project 16EN3441 - carryover \$38,593 and new \$1722
Public Works/Engineering	352	210117	352/210117	56301	Improvements other than Buildings	259,200.00	Johnson Avenue (East) Stormwater Repair (LAP) 16EN3454
Public Works/Engineering	352	210118	352/210118	56301	Improvements other than Buildings	128,334.00	CR 292A Gulf Beach Highway Stormwater Repair (LAP) 16EN3462
Public Works/Engineering	352	210119	352/210119	56301	Improvements other than Buildings	154,023.00	CR399 SRIA Traffic Calming Interlocal 16EN3424
Public Works/Engineering	352	210120	352/210120	56301	Improvements other than Buildings	6,189,379.00	HMGP Bristol Park - Grant 16EN3595
Public Works/Engineering	352	210121	352/210121	56301	Improvements other than Buildings	19,092.00	HMGP Lake Charlene - Grant 16EN3602
Public Works/Engineering	352	210517	352/210517	56301	Improvements other than Buildings	225,756.00	Myrtle Grove Elementary School Grant 13EN2432
Public Works/Engineering	352	110211	352/110211	56301	Improvements other than Buildings	924,850.00	Innerarity Island Water and Sewer Grant
Public Works/Engineering	352	110272	352/110272	58101	Aids to Governmental Agencies	3,181,703.00	SRIA Beach Renourishment 15PF3114
Public Works/Engineering	352	110273	352/110273	56301	Improvements other than Buildings	1,933,388.00	LOST Economic Development - OLF 14PF2788
Public Works/Engineering	352	110274	352/110274	56301	Improvements other than Buildings	105,147.00	Pensacola Beach Restroom/Boardwalk 16PF3614
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	3,534,564.00	Beach Haven (ECUA Portion) 08EN0272
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	236,649.00	CR196 Paved Shoulders (LAP Project) 14EN3075

FY 16/17 Re-Budgets-Manual Entry							
Expense Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	248,979.00	CR99 Paved Shoulders (LAP Project) 14EN3085
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	1,027,967.00	Old Corry Field Road LAP 15EN3182
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	676,181.00	Pensacola Beach Access Road - Active Project 15EN3214
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	42,452,475.00	LOST Projects Not Yet Complete
Neighborhood & Human Services	352	370106	352/370106	55201	Operating Supplies	3,920.00	Revenue from Summer Camp registrations
Court Administration/Judicial	352	410149	352/410149	56201	Buildings	43,083.00	Law Library Interview Rooms buildout
Waste Services	401	230307	401/230307	53101	Professional Services	49,000.00	Engineering Assessment of Tip floor
Waste Services/PTS	401	230307	401/230307	54601	Repair & Maintenance	126,000.00	Repairs to Tip floor
Waste Services/Landfill Ops	401	230314	401/230314	54601	Repair & Maintenance	190,000.00	Refurbish 950 Loader for use at PLF
MBS/Risk Management	501	140836	501/140836	54601	Repair & Maintenance	5,102,379.00	Insurance funds for building damages associated with the April Flood and Jail explosion.
MBS/Risk Management	501	140836	501/140836	56201	Buildings	181,891.00	Insurance funds for building damages associated with the April Flood and Jail explosion.
MBS/Risk Management	501	140836	501/140836	54601	Repair & Maintenance	5,359,727.00	CBD Final Settlement Insurance funds for building damages associated with the April Flood and Jail explosion. Revenue received 3/29/16.
					TOTAL:	102,911,352.00	

FY 16/17 Re-Budgets-Manual Entry							
Revenue Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
General Fund	001			389901	Fund Balance	297,291.00	BCC/County Admin roll-over funds.
General Fund	001			389901	Fund Balance	64,756.00	Facilities Priority One Projects
General Fund	001			389901	Fund Balance	131,323.00	Juvenile Justice
General Fund	001			389901	Fund Balance	28,585.00	DJJ Assessment
General Fund	001			389901	Fund Balance	24,000.00	Weekly Bayou
General Fund	001			389901	Fund Balance	14,220.00	Purchase Utility Vehicle/Trailer
Information Technology/Telecom	001			389901	Fund Balance	25,998.00	Upgrade Public Safety Vodavi Telephone PBX System
Information Technology	001			389901	Fund Balance	129,260.00	Replace servers for storage and drive space
Escambia County Restricted Fund	101			343701	Tree Fund Ordinance Fees	25,000.00	Tree Fund Ordinance Fees
Escambia County Restricted Fund	101			349010	Wetland Mitigation Fees	8,000.00	Wetland Mitigation Fees
Escambia County Restricted Fund	101			366004	Memorial Reef	6,219.00	Purchase/Deployment of Artificial Reef
Escambia County Restricted Fund	101			365002	Jones Swamp Wetland Preserve	17,486.00	Maintenance of Fire Lines-Jones Swamp
Escambia County Restricted Fund	101			347206	Fishing Bridge Fees	10,000.00	Re-paint Striping/Bridge Maintenance
Tourist Promotion Fund	108			389901	Fund Balance	75,305.00	Balance of Boards TDT discretionary funds.
Other Grants and Projects	110			334276	2015 Homeland Security Grant	74,222.00	2015 Homeland Security Grant
Other Grants and Projects	110			334622	FEMA Flood Mitigation Assist Grant	600,242.00	FEMA Flood Mitigation Assistance Grant
Other Grants and Projects Fund	110			334704	Vessel Registration Fees	100,000.00	Reconfigure Parking Lot Galvez Landing/ADA Upgrade
Other Grants and Projects Fund	110			331305	Glynn Key Stormwater	5,000.00	Glynn Key Stormwater
Other Grants and Projects Fund	110			334220	Density Reduction PNS-NAS	25,251.00	Purchase Property/Appraisals/Title Work
Other Grants and Projects Fund	110			334268	Density Reduction Area "A" APZ	494,455.00	Purchase Property/Appraisals/Title Work
Other Grants and Projects Fund	110			334279	Defense Infrastructure 2013	200,000.00	Purchase Property/Appraisals/Title Work
Other Grants and Projects Fund	110			334280	Defense Infrastructure 2014	200,000.00	Purchase Property/Appraisals/Title Work
Other Grants and Projects Fund	110			334367	FDEP LID Monitoring Grant	97,008.00	FDEP LID Monitoring Grant
Other Grants and Projects Fund	110			334369	NFWF Jones Swamp Patton	28,925.00	NFWF Jones Swamp Patton
Other Grants and Projects Fund	110			334372	FDEP G0409 Beach Haven/Bdwalk	721,914.00	\$500k Beach Haven/\$221.9k Jones Swamp
Public Safety/EMS	110			334221	EMS County Award grant	13,467.00	EMS County Award grant remaining balance
Public Safety/EMS	110			334244	Hazardous Materials Plan Grant	16,598.00	Hazardous Materials Plan Grant
Public Safety/EMS	110			331266	EMP Federal Grant	86,028.00	EMP Federal Grant
Public Safety/EMS	110			331228	DCA-CIVIL DEFENSE GRT2012	16,177.00	DCA-CIVIL DEFENSE GRT2012
Public Safety/EMS	110			334251	Citizen Corps Grant	7,000.00	Citizen Corps Grant - new 2017 funds
Public Safety/EMS	110			334252	DOMESTIC SECURITY GRANT	2,984.00	DOMESTIC SECURITY GRANT
Public Safety/Fire Services	112			369008	Insurance Proceeds	40,000.00	Insurance Proceeds from Flood
Library Fund	113			389901	Fund Balance	6,576.00	Library IT/Self Check Kiosk Computer
Library Fund	113			366218 (New)	Friends of the Library Donations	15,000.00	Library received a Library Donations deposit on 9/30/16.
Corrections/Community Corrections	114			389901	Fund Balance	57,116.00	COB Chiller Replacement
Article V Fund	115			389901	Fund Balance	60,056.00	Cardkey System Courtroom Expansion
Perdido Beach Mouse Fund	117			324221	Perdido Key Beach Mouse	3,000.00	Operating Supplies - Mouse Traps
Gulf Coast Restoration Fund	118			334735	NRDA Boat Ramps	534,805.00	NRDA Boat Ramps
Gulf Coast Restoration Fund	118			334385	NFWF# 45910 Bayou Chico	10,851,066.00	Stormwater Improvements/Restoration
Gulf Coast Restoration Fund	118			334325	Perdido Key Dune Restoration	468,240.00	Perdido Key Dune Restoration
Gulf Coast Restoration Fund	118			334737	FWC 15153 Artificial Reefs	634,147.00	FWC 15153 Artificial Reefs
Gulf Coast Restoration Fund	118			334736	RESTORE Planning Assistance	4,504.00	Contract Labor/Services-RESTORE Planning Assistance
Gulf Coast Restoration Fund	118			334370	Turtle Lighting - Perdido Key	37,510.00	Turtle Lighting - Perdido Key
Public Works/Engineering	118			334738	NRDA Bob Sikes Fishing Pier	963,090.00	NRDA Bob Sikes Fishing Pier

FY 16/17 Re-Budgets-Manual Entry							
Revenue Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Transportation Trust Fund	175			389901	Fund Balance	64,595.00	Bayou Chico Dredging Project
Public Works/Road Dept	175			389901	Fund Balance	278,699.00	Roads equipment
Public Works/Sign Maintenance	175			389901	Fund Balance	3,100.00	Sign Board
Public Works/Engineering	181			325101	Master Drainage Basin 1	6,989.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325102	Master Drainage Basin 2	13,605.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325103	Master Drainage Basin 3	19,776.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325104	Master Drainage Basin 4	14,011.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325105	Master Drainage Basin 5	24,025.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325106	Master Drainage Basin 6	57,614.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325107	Master Drainage Basin 7	10,423.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325108	Master Drainage Basin 8	29,895.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325109	Master Drainage Basin 9	36,070.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325110	Master Drainage Basin 10	62,196.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325111	Master Drainage Basin 11	5,639.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325112	Master Drainage Basin 12	22,078.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325113	Master Drainage Basin 13	34,520.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325114	Master Drainage Basin 14	16,412.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325115	Master Drainage Basin 15	14,097.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325116	Master Drainage Basin 16	58,723.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325117	Master Drainage Basin 17	9,305.00	Needed for drainage projects in the area due to overabundance of rainfall
Public Works/Engineering	181			325118	Master Drainage Basin 18	7,902.00	Needed for drainage projects in the area due to overabundance of rainfall
FTA Capital Fund	320			331455	2010 FTA FL90X728	44,646.00	2010 FTA FL90X728
FTA Capital Fund	320			331459	2011 FTA Grant FL90X759	156,696.00	2011 FTA Grant FL90X759
FTA Capital Fund	320			331460	2012 FTA Grant FL90-X804	209,043.00	2012 FTA Grant FL90-X804
FTA Capital Fund	320			331462	2013 FTA320 FL90-X818	45,478.00	2013 FTA320 FL90-X818
FTA Capital Fund	320			331464	2013 FTA320 FL90-X825	40,000.00	2013 FTA320 FL90-X825
FTA Capital Fund	320			331466	Good Repair Grant FL-04018100	44,875.00	Good Repair Grant FL-04018100

FY 16/17 Re-Budgets-Manual Entry							
Revenue Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
FTA Capital Fund	320			331467	2013 FTA Grant FL16-0008	1,340.00	2013 FTA Grant FL16-0008
FTA Capital Fund	320			331468	2014 FTA Grant FL16-0009	21,600.00	2014 FTA Grant FL16-0009
FTA Capital Fund	320			331470	2013 FTA 5339 FL 34-0021	97,969.00	2013 FTA 5339 FL 34-0021
FTA Capital Fund	320			331472	2014 FTA 320 FL90-X848	81,716.00	2014 FTA 320 FL90-X848
FTA Capital Fund	320			331475	FTA-VTCLI Grant	23,377.00	FTA-VTCLI Grant
FTA Capital Fund	320			331477	2015 FTA 320 FL90-X877-00	718,821.00	2015 FTA 320 FL90-X877-00
FTA Capital Fund	320			331478	2014 FTA 320 FL34-0030-00	98,721.00	2014 FTA 320 FL34-0030-00
Public Works/ECAT	320			331479	2015FTA/FDOT FL 16-X015-02	25,476.00	2015FTA/FDOT FL 16-X015-02
LOST III	352			389901	Fund Balance	491,831.00	Brownsville Community Center/Proj# 13PF2503
LOST III	352			389901	Fund Balance	479.00	Bail bondsman Meeting Room/Proj# 14SH2728
LOST III	352			389901	Fund Balance	80,504.00	Southwest Sports Complex Restroom Facilities/Proj# 08PR0102
LOST III	352			389901	Fund Balance	3,108,563.00	Parks LOST III
LOST III	352			389901	Fund Balance	22,021.00	4-H Building/Proj# 12PF1675 - Remainder of \$75k allotment
LOST III	352			389901	Fund Balance	2,375,043.00	Nat Res Mgmt/LOST III
Public Works/Road Dept	352			389901	Fund Balance	57,845.00	Roads equipment
Public Works/Engineering	352			334448	Crabtree Church Rd LAO	1,274,518.00	Crabtree Church Road (LAP Project) 12EN1815
Public Works/Engineering	352			331319	Maplewoods Drainage	137,226.00	Maplewoods Drainage - grant monies 09EN0093
Public Works/Engineering	352			334451	Jacks Branch Rd	611,071.00	LAP Jacks Branch Road 13EN2325
Public Works/Engineering	352			334453	Muscogee Road	1,876,051.00	Muscogee Road LAP Project 15EN3285
Public Works/Engineering	352			334495	Quietwater Beach Landing	860,942.00	Quietwater Beach Landing LAP 16PF3434
Public Works/Engineering	352			334496	Bauer Road Paved Shoulders	40,315.00	Bauer Road Paved Shoulders LAP Project 16EN3441 - carryover \$38,593 and new \$1722
Public Works/Engineering	352			334497	Johnson Ave Stormwater	259,200.00	Johnson Avenue (East) Stormwater Repair (LAP) 16EN3454
Public Works/Engineering	352			334499	CR 292 Gulf Beach Hwy	128,334.00	CR 292A Gulf Beach Highway Stormwater Repair (LAP) 16EN3462
Public Works/Engineering	352			337403	SRIA Contribution	154,023.00	CR399 SRIA Traffic Calming Interlocal 16EN3424
Public Works/Engineering	352			331285	HMGP Bristol Creek	6,189,379.00	HMGP Bristol Park - Grant 16EN3595
Public Works/Engineering	352			331286	HMGP Lake Charlene	19,092.00	HMGP Lake Charlene - Grant 16EN3602
Public Works/Engineering	352			331413	Myrtle Grove Elementary	225,756.00	Myrtle Grove Elementary School Grant 13EN2432
Public Works/Engineering	352			335350	IIDC Water and Sewer Grant	924,850.00	Innerarity Island Water and Sewer Grant
Public Works/Engineering	352			389901	Fund Balance	3,181,703.00	SRIA Beach Renourishment 15PF3114
Public Works/Engineering	352			389901	Fund Balance	1,933,388.00	LOST Economic Development - OLF 14PF2788
Public Works/Engineering	352			337403	SRIA Contribution	105,147.00	Pensacola Beach Restroom/Boardwalk 16PF3614
Public Works/Engineering	352			337302	ECUA Contribution	3,534,564.00	Beach Haven (ECUA Portion) 08EN0272
Public Works/Engineering	352			334491	LAP CR196 Paved Shoulders	236,649.00	CR196 Paved Shoulders (LAP Project) 14EN3075
Public Works/Engineering	352			334492	LAP CR99 Paved Shoulders	248,979.00	CR99 Paved Shoulders (LAP Project) 14EN3085
Public Works/Engineering	352			334498	LAP CR295A Corry Field	1,027,967.00	Old Corry Field Road LAP 15EN3182
Neighborhood & Human Services	352			347301	Charges for Service Cultural	3,920.00	Revenue from Summer Camp Registrations
Public Works/Engineering	352			337403	SRIA Contribution	676,181.00	Pensacola Beach Access Road - Active Project 15EN3214
Public Works/Engineering	352			389901	Fund Balance	42,452,475.00	LOST Projects Not Yet Complete
	352			389901	Fund Balance	43,083.00	Law Library Interview Rooms buildout

FY 16/17 Re-Budgets-Manual Entry							
Revenue Side:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Waste Services/PTS	401			389901	Fund Balance	175,000.00	Transfer Station
Waste Services/Landfill Ops	401			389901	Fund Balance	190,000.00	Dumping Fees
Internal Service Fund	501			389901	Fund Balance	10,643,997.00	Insurance reimbursements for building damages associated with the April Flood and Jail explosion.
					TOTAL:	102,911,352.00	



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
001	GENERAL FUND	110201	NON DEPTMNTAL ADMIN	53101			161143	PD 15-16.025	230398	230398 - WALTHALL AND ASSOCIATES INC	1		7,600.00	0.00	0.00	7,600.00
				53101			161504	CLASSIFICATION & COMPENSA	422363	422363 - EVERGREEN SOLUTIONS LLC	1		79,500.00	0.00	0.00	79,500.00
001	GENERAL FUND	140201	OMB-ADMIN	53101			161540	AUDIT SERVICES FOR ESCAMB	230810	230810 - WARREN AVERETT LLC	1		30,000.00	0.00	25,307.63	4,692.37
001	GENERAL FUND	210607	JUVENILE JUSTICE	54601			161420	REPLACE 4 SECURITY DOORS	023335	023335 - BIRKSHIRE JOHNSTONE, LLC	1		15,988.00	0.00	0.00	15,988.00
001	GENERAL FUND	221001	LAND MANAGEMENT SECTION	53101			161076	MATRIX GEMINI ENVIRONMENT	421803	421803 - AUTOSCRIBE INFORMATICS INC	1		0.00	4,500.00	0.00	4,500.00
				56801			161076	MATRIX GEMINI ENVIRONMENT	421803	421803 - AUTOSCRIBE INFORMATICS INC	1		34,985.00	-4,500.00	9,211.88	21,273.12
001	GENERAL FUND	270103	TELECOMMUNICATION	56401			161572	PURCHASE OF BROCADE SWITC	150525	150525 - PC SPECIALISTS INC	1		7,452.71	0.00	0.00	7,452.71
001	GENERAL FUND	270109	IT APPLICATIONS	53101			130703	PROFESSIONAL SERVICES FOR	111135	111135 - KRONOS INCORPORATED	1		90,855.00	0.00	72,606.80	18,248.20
001	GENERAL FUND	270111	IT INFRASTRUCTURE	56401			161325	THE CISCO EMAIL SECURITY	150525	150525 - PC SPECIALISTS INC	1		49,414.78	0.00	41,414.78	8,000.00
001	GENERAL FUND	330403	COMMUNICATIONS	54601			161517	PROVIDE EQUIPMENT AND INS	034300	034300 - COMMUNICATIONS ENGINEERING SERVICES	1		15,150.00	0.00	0.00	15,150.00
				56201			161522	BULLET RESISTANT GLASS WI	233453	233453 - EARL P WINCHESTER	1		12,900.00	0.00	0.00	12,900.00
001	GENERAL FUND	380201	PUBLIC INFORMATION OFFICE	53101			161143	PD 15-16.025	230398	230398 - WALTHALL AND ASSOCIATES INC	1		17,400.00	0.00	5,200.00	12,200.00
101	ESCAMBIA CTY RESTRICTED	220310	TREE FUND ORDINANCE FEES	53401			161451	PARTS AND LABOR TO INSTAL	110425	110425 - KEN GRIFFIN LANDSCAPE CONTRACTORS	3		8,720.00	0.00	0.00	8,720.00
				53401			161451	SUPPLY AND INSTALL 21 NAT	110425	110425 - KEN GRIFFIN LANDSCAPE CONTRACTORS	2		5,100.00	0.00	0.00	5,100.00
101	ESCAMBIA CTY RESTRICTED	221018	NATL POLLUTNT DISCHRG SYS	53101			161076	MATRIX GEMINI ENVIRONMENT	421803	421803 - AUTOSCRIBE INFORMATICS INC	1		0.00	2,400.00	0.00	2,400.00
				56801			161076	MATRIX GEMINI ENVIRONMENT	421803	421803 - AUTOSCRIBE INFORMATICS INC	1		15,000.00	-2,400.00	6,880.00	5,720.00
101	ESCAMBIA CTY RESTRICTED	370104	SAFE NEIGHBORHOOD	55201			161543	PURCHASE ORDER FOR OFFICE	072702	072702 - GULF COAST OFFICE PRODUCTS INC NWF1	1		4,671.33	0.00	0.00	4,671.33
				53401			161555	PURCHASE ORDER FOR DEMOLI	013673	013673 - APPLIED CONSTRUCTION MANAGEMENT	1		11,000.00	8,800.00	1,690.00	18,110.00
102	ECONOMIC DEVELOPMENT	360704	ECON DEV OPERATING	56101	13OLF8	56101	140476	PD 12-13.065 "DESIGN SERV	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	792,849.65	770,482.60	22,367.05
				53101			141510	CONSULTING SERVICES FOR R	041206	041206 - DEWBERRY CONSULTANTS LLC	1		299,532.00	0.00	274,452.70	25,079.30
108	TOURIST PROMOTION	220805	4TH CENT MARINE RECREATIO	53101			161131	OBTAIN PERMITS FOR HABITA	232151	232151 - WETLAND SCIENCES INC	1		7,000.00	0.00	0.00	7,000.00
				53101			161168	SERVICES TO DETERMINE FEA	421953	421953 - ECOLOGICAL CONSULTING SERVICES INC	1		2,200.00	0.00	0.00	2,200.00
108	TOURIST PROMOTION	360105	FOURTH CENT PROJECTS	58201			161569	ON 09/01/16, THE BOARD AP	421332	421332 - CANTONMENT IMPROVEMENT COMMITTEE IN	1		1,300.00	0.00	0.00	1,300.00
110	OTHER GRANTS & PROJECTS	220338	ORISKANY PCB MONITORING	53101			161571	LABORATORY SERVICES FOR A	200975	200975 - TEXAS A&M UNIVERSITY	1		45,000.00	0.00	0.00	45,000.00
110	OTHER GRANTS & PROJECTS	220807	VESSEL REGISTRATION FEES	53401			161032	CLEANUP OF VARIOUS COUNTY	402053	402053 - KEEP PENSACOLA BEAUTIFUL INC	1		7,500.00	0.00	5,581.10	1,918.90
				56301			161395	PERDIDO BAY BOAT RAMP PRO	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		78,051.00	0.00	581.50	77,469.50
110	OTHER GRANTS & PROJECTS	220812	PERDIDO BAY BOAT RAMP	56301			161395	PERDIDO BAY BOAT RAMP PRO	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		150,000.00	0.00	1,423.70	148,576.30
110	OTHER GRANTS & PROJECTS	221006	DENSITY REDUCTION PNS-NAS	56101			161590	BOUNDARY SURVEY FOR UNIMP	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		6,158.00	0.00	0.00	6,158.00
110	OTHER GRANTS	221021	FDEP LID	53401			160310	LONG-TERM TEMPORARY EMPLO	023818	023818 - BLUE ARBOR INC	1		0.00	15,000.00	13,466.95	1,533.05
				53401			161452	OPEN PURCHASE ORDER FOR A	200965	200965 - TESTAMERICA LABORATORIES INC	1		4,888.00	0.00	1,347.50	3,540.50
				55201			161464	OPEN ORDER FOR MULTIPLE P	061420	061420 - FISHER SCIENTIFIC CO LLC	1		10,000.00	0.00	1,285.45	8,714.55
110	OTHER GRANTS & PROJECTS	221025	FDEP G0439 LID MANUAL	53101			161585	LOW IMPACT DESIGN MANUAL	406087	406087 - UNIVERSITY OF CENTRAL FLORIDA	1		86,000.00	0.00	0.00	86,000.00
110	OTHER GRANTS	250121	FEMA FLOOD	58301			161327	FEMA FLOOD MITIGATION ASS	422161	422161 - ARCADIS U.S. INC	1		41,485.00	0.00	0.00	41,485.00
112	DISASTER RECOVERY	330491	CAT B - APRIL 2014 FLOODS	55201			141348	EMERGENCY PO TO PROVIDE F	020807	020807 - BOB BARKER COMPANY INC	1		55,000.00	0.00	54,547.72	452.28
112	DISASTER RECOVERY	330492	CAT C - APRIL 2014 FLOODS	54612	ESCPW23	54612	140760	CONTRACT AWARD PER THE TE	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		0.00	35,081.00	26,615.80	8,465.20
				54612	ESCPW33	54612	141356	TASK ORDER NO.02.03.79.2.	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	215,893.53	178,315.03	37,578.50



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				54612	ESCPW54	54612	141418	TASK ORDER PD 02-03.79.8.	060189	060189 - FABRE ENGINEERING INC.	1		0.00	45,011.80	40,497.85	4,513.95
				54612	ESCPW10	54612	150789	PROFESSIONAL CONSULTING S	081954	081954 - KENNETH HORNE & ASSOCIATES INC	1		97,324.30	0.00	88,576.68	8,747.62
				54612	ESCPW62	54612	151180	CONTRACT PD 14-15.026 "DE	192991	192991 - SIGMA CONSULTING GROUP INC	1		74,790.00	0.00	66,933.00	7,857.00
				54612	ESCPW47	54612	151279	TASK ORDER PD 02-03.79.48	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		48,830.42	0.00	46,743.72	2,086.70
				54612	ESCPW17	54612	151614	CONTRACT PD 02-03.79.25.1	164749	164749 - ATKINS NORTH AMERICA INC	1		32,558.00	0.00	21,008.00	11,550.00
				54612	ESCPW33	54612	160499	FUNDS FOR THIS PURCHASE O	420586	420586 - BIOME CONSULTING GROUP LLC	1		3,550.00	0.00	1,800.00	1,750.00
				54612	ESCPW91	54612	160632	TASK ORDER NO.02.03.79.15	080064	080064 - HDR ENGINEERING INC	1		49,788.72	0.00	45,300.74	4,487.98
				54612	ESCPW47	54612	160900	CONTRACT PD 15-16.010 "NO	420683	420683 - SITE AND UTILITY LLC	1		381,160.00	45,166.00	419,726.00	6,600.00
				54612	ESCPW47	54612	161068	TASK ORDER PD 02-03.79.40	201604	201604 - THOMPSON ENGINEERING, INC.	1		45,125.95	0.00	23,684.18	21,441.77
				54612	ESCPW10	54612	161098	TASK ORDER PD 02-03.79.65	421877	421877 - SOUTHEASTERN ARCHAEOLOGICAL	1		18,844.70	21,343.05	7,030.17	33,157.58
				54612	ESCPW54	54612	161287	TASK ORDER PD 02-03.79.51	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	1		41,956.58	0.00	0.00	41,956.58
				54612	ESCPW62	54612	161384	CONTRACT PD 15-16.053 "GR	133404	133404 - J MILLER CONSTRUCTION INC.	1		344,974.00	0.00	206,283.00	138,691.00
				54612	ESCPW10	54612	161386	CONTRACT PD 15-16.054 "SM	422250	422250 - RBM CONTRACTING SERVICES, LLC	1		953,417.00	0.00	178,408.00	775,009.00
				54612	ESCPW54	54612	161461	CONTRACT PD 15-16.065 "WI	133404	133404 - J MILLER CONSTRUCTION INC.	1		995,735.38	0.00	0.00	995,735.38
				54612	ESCPW54	54612	161490	CONTRACT PD 02-03.79.15.5	080064	080064 - HDR ENGINEERING INC	1		35,502.49	0.00	0.00	35,502.49
				54612	ESCPW10	54612	161567	CONTRACT PD 02-03.79.33.2	220584	220584 - VOLKERT INC	1		48,200.00	0.00	0.00	48,200.00
112	DISASTER RECOVERY	330493	CAT D - APRIL 2014 FLOODS	54612	ESDPW09	54612	130830	TASK ORDER PD 02-03.79.46	080483	080483 - HAMMOND ENGINEERING INC.	1		0.00	49,147.00	43,736.00	5,411.00
				54612	ESDPW04	54612	151057	DAMAGE REPAIR TO COUNTY P	133404	133404 - J MILLER CONSTRUCTION INC.	1		22,830.00	0.00	0.00	22,830.00
				54612	ESDPW29	54612	151078	TASK ORDER NO.02.03.79.51	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	1		15,800.00	11,890.00	15,800.00	11,890.00
				54612	ESDPW49	54612	151578	TASK ORDER PD 02-03.79.51	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	1		48,711.00	0.00	42,515.00	6,196.00
				54612	ESDPW49	54612	161221	CONTRACT PD.NO. 15.16.033	422039	422039 - BKW INC	1		329,937.74	0.00	95,406.51	234,531.23
				54612	ESDPW29	54612	161593	CONTRACT PD 14-15.064 "PA	032335	032335 - CHAVERS CONSTRUCTION INC.	1		307,531.32	0.00	0.00	307,531.32
112	DISASTER RECOVERY	330494	CAT E - APRIL 2014 FLOODS	56201	414F0080	56201	161376	A&E SERVICES FOR 2014 FLO	195504	195504 - STOA INTERNATIONAL /FLORIDA INC.	2		16,506.00	0.00	8,341.00	8,165.00
				56201	414F179A	56201	161376	A&E SERVICES FOR THE 2014	195504	195504 - STOA INTERNATIONAL /FLORIDA INC.	1		21,352.00	0.00	10,279.00	11,073.00
				54612	ESEPW01	54612	161579	CONTRACT PD 15-16.073 "JA	843895	843895 - GULF ATLANTIC CONSTRUCTORS, INC	1		470,940.00	0.00	0.00	470,940.00
112	DISASTER RECOVERY	330495	CAT G - APRIL 2014 FLOODS	54612	ESGSW02	54612	141652	DUE TO APRIL 2014 FLOOD E	192991	192991 - SIGMA CONSULTING GROUP INC	1		0.00	61,970.00	51,720.00	10,250.00
113	LIBRARY FUND	110503	INFORMATION	55201			161512	DELL P2214H MONITOR	040517	040517 - DELL MARKETING LP	7		3,229.02	0.00	0.00	3,229.02
				55201			161512	DELL OPTIPLEX 9020M MICRO	040517	040517 - DELL MARKETING LP	6		8,674.92	0.00	0.00	8,674.92
				56401			161512	MICROSOFT SURFACE PRO 4 -	040517	040517 - DELL MARKETING LP	5		1,956.48	0.00	0.00	1,956.48
				56401			161512	MICROSOFT SURFACE PRO 4 1	040517	040517 - DELL MARKETING LP	4		1,682.02	0.00	0.00	1,682.02
				56401			161512	DELL PRECISION M3800 LAPT	040517	040517 - DELL MARKETING LP	3		2,016.31	0.00	0.00	2,016.31
				56401			161512	DELL OPTIPLEX 9020 MINI T	040517	040517 - DELL MARKETING LP	2		1,096.27	0.00	0.00	1,096.27
				56401			161512	QTY 60 DELL OPTIPLEX 9020	040517	040517 - DELL MARKETING LP	1		62,452.72	0.00	0.00	62,452.72
118	GULF COAST RESTORATION	222001	NRDA BOAT RAMPS	53401	NRDA0104	53401	161078	PERDIDO RIVER BOAT RAMP L	072500	072500 - GULF COAST ENVIRONMENTAL CONT INC.	1		9,325.00	0.00	6,085.00	3,240.00
118	GULF COAST RESTORATION	222002	NFWF#45910BAYOU CHICO	56301	NFWF10EC	56301	161575	JONES SWAMP FLOODPLAIN RE	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		181,184.00	0.00	0.00	181,184.00
118	GULF COAST RESTORATION	222003	PERDIDO KEY DUNE RSTRTN	53401			161089	TEMPORARY EMPLOYMENT SERV	023818	023818 - BLUE ARBOR INC	1		0.00	4,000.00	1,479.49	2,520.51
				53101			161580	PROFESSIONAL SERVICES FOR	232151	232151 - WETLAND SCIENCES INC.	1		18,950.00	0.00	0.00	18,950.00
118	GULF COAST RESTORATION	222030	RESTORE PLANNING ASSIST	53401			161089	TEMPORARY EMPLOYMENT SERV	023818	023818 - BLUE ARBOR INC	1		18,261.00	0.00	15,396.63	2,864.37



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Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
120	S.H.I.P	370201	SHIP 2015 GRANT ADMIN	58301			160526	SEPTIC PUMP-OUT SERVICES	420984	420984 - ECONOMY SEPTIC SERVICE LLC	1		1,200.00	0.00	0.00	1,200.00
				53401			160530	HOME REPAIR INSPECTIONS A	421073	421073 - RALPH E DOWNEY	1		900.00	0.00	0.00	900.00
				58301			161576	HOUSING REPAIRS PERFORMED	421698	421698 - DAVID H GRIFFIN ENTERPRISES, L.L.C.	1		29,300.00	0.00	11,720.00	17,580.00
120	S.H.I.P	370202	SHIP 2016 ADMIN	58301			160526	SEPTIC PUMP-OUT SERVICES	420984	420984 - ECONOMY SEPTIC SERVICE L.L.C.	1		1,200.00	0.00	0.00	1,200.00
				53101			161489	REPLACEMENT HOUSING LOCAT	180171	180171 - QUINA GRUNDHOEFER ARCHITECTS PA	1		26,500.00	0.00	0.00	26,500.00
124	ESC	370290	ESC AFFORDABLE	58301			160730	CREDIT REPORTING SERVICES	421444	421444 - TRANS UNION LLC	1		562.00	0.00	0.00	562.00
				54901			160804	TITLE SEARCHES AND TITLE	194123	194123 - SOUTHERN GUARANTY TITLE COMPANY INC	1		4,000.00	2,000.00	3,800.00	2,200.00
				58301			161104		060189	060189 - FABRE ENGINEERING INC	1		25,000.00	0.00	4,533.35	20,466.65
129	CDBG HUD ENTITLEMENT	370210	CDBG 2012 HOUSING REHAB	58301			160526	SEPTIC PUMP-OUT SERVICES	420984	420984 - ECONOMY SEPTIC SERVICE LLC	1		1,200.00	0.00	0.00	1,200.00
				53401			160530	HOME REPAIR INSPECTIONS A	421073	421073 - RALPH E DOWNEY	1		4,099.00	0.00	1,800.00	2,299.00
				58301			160660	LEAD BASED PAINT (LBP)	165054	165054 - PROFESSIONAL SERV INDUSTRIES INC	1		15,000.00	0.00	6,068.00	8,932.00
129	CDBG HUD ENTITLEMENT	370211	CDBG 2012 OTHR ACTIVITIES	56201			161458	ADA DESIGN OF COUNTY FACI	202217	202217 - TOWNES + ARCHITECTS, P.A.	1		26,026.00	0.00	0.00	26,026.00
				56301			161458	ADA DESIGN OF COUNTY FACI	202217	202217 - TOWNES + ARCHITECTS, P.A.	1		14,166.00	2.00	0.00	14,168.00
129	CDBG HUD	370213	BROWNFIELD/ROMAN	53101			141429	FORMER MOSQUITO CONTROL F	030296	030296 - CAMERON-COLE LLC	1		0.00	317,782.65	19,373.00	298,409.65
129	CDBG HUD ENTITLEMENT	370214	CDBG 2010 OTHR ACTIVITIES	56301			161458	ADA DESIGN OF COUNTY FACI	202217	202217 - TOWNES + ARCHITECTS, P.A.	1		6,636.00	-1.35	0.00	6,634.65
129	CDBG HUD ENTITLEMENT	370216	CDBG 2011 OTHR ACTIVITIES	56301			161458	ADA DESIGN OF COUNTY FACI	202217	202217 - TOWNES + ARCHITECTS, P.A.	1		1,642.00	-0.65	0.00	1,641.35
129	CDBG HUD ENTITLEMENT	370217	CDBG 2013 HOUSING REHAB	58301			161440	HOUSING REPAIRS PERFORMED	409483	409483 - DESIGN HOMEBUILDERS INC	1		47,400.00	0.00	18,960.00	28,440.00
129	CDBG HUD	370221	CDBG 2014 OTHR	53101			141429	FORMER MOSQUITO CONTROL F	030296	030296 - CAMERON-COLE LLC	1		0.00	247,442.00	48,183.47	199,258.53
129	CDBG HUD	370224	CDBG 2015 OTHER	53101			141429	FORMER MOSQUITO CONTROL F	030296	030296 - CAMERON-COLE LLC	1		0.00	25,000.00	0.00	25,000.00
143	FIRE	330206	FIRE DEPT PD	53101			141376	DEVELOP REMEDIAL ACTION P	030296	030296 - CAMERON-COLE LLC	3		16,956.00	59,340.50	60,897.07	15,399.43
				54601			160775	OPEN END PURCHASE ORDER F	195886	195886 - SUNBELT FIRE, INC	1		150,000.00	0.00	108,774.43	41,225.57
151	COMMUNITY REDEVELOPMENT	370113	CRA BROWNSVILLE	53401			161502	PURCHASE ORDER TO PROVIDE	013673	013673 - APPLIED CONSTRUCTION MANAGEMENT	1		5,500.00	12,320.00	885.00	16,935.00
151	COMMUNITY REDEVELOPMENT	370115	CRA PALAFOX	56301			130872	TASK ORDER NO. 02.03.79.2	081954	081954 - KENNETH HORNE & ASSOCIATES INC	1		0.00	11,935.88	5,917.08	6,018.80
				56301			161430	CONTRACT PD 15-16.059 "MO	182328	182328 - ROADS INC OF NWF	1		24,813.45	0.00	0.00	24,813.45
167	BOB SIKES TOLL FACIL OPER	140301	BOB SIKES TOLL-ADMIN	54601			150879	INSTALLATION OF EQUIPMENT	420423	420423 - TRANSCORE HOLDINGS INC	1		216,426.00	-156,425.65	22,125.00	37,875.35
				56401			150879	INSTALLATION OF EQUIPMENT	420423	420423 - TRANSCORE HOLDINGS INC	1		0.00	126,222.51	109,918.91	16,303.60
167	BOB SIKES TOLL FACIL OPER	140302	BOB SIKES TOLL-OPER & MAI	56301			121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	553,225.48	524,758.60	28,466.88
				53101			161391	TASK ORDER PD 02-03.79.13	081206	081206 - HATCH MOTT MACDONALD FLORIDA L.L.C.	1		5,355.00	0.00	2,182.00	3,173.00
				56301			161534	LIGHTNING PROTECTION SYST	024381	024381 - BONDED LIGHTNING PROTECTION SYSTEMS	1		4,590.00	0.00	0.00	4,590.00
175	TRANSPORTATION TRUST	210402	ROAD MAINTENANCE	53101			161186	TASK ORDER PD 02-03.79.13	081206	081206 - HATCH MOTT MACDONALD FLORIDA L.L.C.	1		0.00	27,920.00	21,980.00	5,940.00
				56401			161308	2 EACH AEBI TERRACTRAC TT	132861	132861 - MENZI USA SALES INC	1		219,024.00	0.00	0.00	219,024.00
				56401			161577	ASPHALT PATCH BODY PER TE	080045	080045 - H D INDUSTRIES INC	1		74,203.00	0.00	0.00	74,203.00
				56401			161578	TRUCK CREW CAB & CHASSIS	082128	082128 - HUB CITY FORD-MERCURY INC	1		63,999.00	0.00	0.00	63,999.00
175	TRANSPORTATION	210405	FLEET MAINTENANCE	53401			160978	PURCHASE AND INSTALLTION	420510	420510 - NETWORKFLEET INC	1		143,489.40	0.00	70,453.79	73,035.61
				55201			160978	PURCHASE AND INSTALLTION	420510	420510 - NETWORKFLEET INC	1		76,933.50	0.00	45,046.27	31,887.23
175	TRANSPORTATION	211201	TRAFFIC OPERATIONS	56401			160746	DELL KM714 WIRELESS KEYBO	040517	040517 - DELL MARKETING LP	4		307.95	0.00	0.00	307.95
				56401			160746	DELL 27 ULTRA HD 4K MONIT	040517	040517 - DELL MARKETING LP	3		5,147.90	0.00	0.00	5,147.90
				56401			160746	DELL PRECISION M3800 CTO	040517	040517 - DELL MARKETING LP	2		9,773.60	0.00	0.00	9,773.60
				56401			160746	CUS, DS, DOCK, WIRED, DOE	040517	040517 - DELL MARKETING LP	1		637.45	0.00	0.00	637.45



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				53101			161359	CONTRACT PD 13-14.080 "SI	042846	042846 - DRMP INC	1		300,000.00	0.00	192,235.54	107,764.46
				53101			161424	TASK ORDER PD 02-03.79.45	051166	051166 - ENGINEERING & PLANNING RESOURCES PC	1		26,350.00	0.00	0.00	26,350.00
				53101			161485	TASK ORDER 02-03.79.45.17	051166	051166 - ENGINEERING & PLANNING RESOURCES PC	1		24,488.75	0.00	20,889.31	3,599.44
181	MASTER DRAINAGE BASIN	210723	MASTER DRAINAGE BASIN V	56301			161328	CONTRACT PD 14-15.064 "GE	133404	133404 - J MILLER CONSTRUCTION INC.	1		10,867.83	-2,893.50	7,438.83	535.50
181	MASTER DRAINAGE BASIN	210724	MASTER DRAINAGE BASIN VI	56301			101630	TASK ORDER NO. 01.02.02.C	021556	021556 - BASKERVILLE-DONOVAN INC.	1		7,479.71	0.00	0.00	7,479.71
181	MASTER DRAINAGE BASIN	210725	MASTER DRAINAGE BASIN VII	56301			161524	CONTRACT PD 14-15.064 "GE	211593	211593 - UTILITY SERVICE COMPANY INC.	1		49,530.97	8,059.57	0.00	57,590.54
181	MASTER DRAINAGE BASIN	210728	MASTER DRAINAGE BASIN X	56301			131180	TASK ORDER NO.02.03.79.46	080483	080483 - HAMMOND ENGINEERING INC	1		35,440.00	32,660.50	55,939.50	12,161.00
181	MASTER	210730	MASTER DRAINAGE	56301			161430	CONTRACT PD 15-16.059 "MO	182328	182328 - ROADS INC OF NWF	1		12,000.00	0.00	0.00	12,000.00
181	MASTER DRAINAGE BASIN	210731	MASTER DRAINAGE BAS XIII	56301			151196	TASK ORDER NO.02.03.79.13	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		40,775.00	23,820.00	38,315.00	26,280.00
				56301			161456	INSTALLATION OF SIDEWALKS	032335	032335 - CHAVERS CONSTRUCTION INC	1		0.00	1,800.00	0.00	1,800.00
181	MASTER	210733	MASTER DRAINAGE	56301			140988	TASK ORDER NO. 02.03.79.6	164915	164915 - PREBLE-RISH, INC	1		23,375.00	-175.00	11,118.07	12,081.93
320	FTA-CAPITAL	211222	2010 FTA FL90X728	54607			141612	GPS AUTOMATIC VEHICLE LOA	041554	041554 - DOUBLEMAP, INC	1		0.00	117,720.00	0.00	117,720.00
320	FTA-CAPITAL	211224	2012 FTA GRANT	56401			161311	2017 FORD FUSION 4 DR SED	422097	422097 - GARBER FORD INC	1		34,416.00	0.00	0.00	34,416.00
				56401			161570	JETSCAN IFX 1100 CURRENC	035689	035689 - CUMMINS-ALLISON CORP	1		2,095.00	0.00	0.00	2,095.00
320	FTA-CAPITAL PROJECT FUND	211231	2014 FTA320 FL90-X848	56401			161332	2016 FORD 11500 GVWR 29'	421716	421716 - NBS ACQUISITION COMPANY	1		109,511.00	0.00	0.00	109,511.00
320	FTA-CAPITAL PROJECT FUND	211233	2015FTA320FL90-X877-00	53101			160888	TRANSIT DEVELOPMENT PLAN	421612	421612 - TINDALE-OLIVER & ASSOCIATES INC	1		230,000.00	0.00	192,283.27	37,716.73
				56401			161332	2016 FORD 11500 GVWR 29'	421716	421716 - NBS ACQUISITION COMPANY	1		109,511.00	0.00	0.00	109,511.00
320	FTA-CAPITAL PROJECT FUND	211234	2014FTA-320-FL34-0030-00	56401			161332	2016 FORD 11500 GVWR 29'	421716	421716 - NBS ACQUISITION COMPANY	1		219,022.00	0.00	0.00	219,022.00
320	FTA-CAPITAL	320415	2010 FTA FL90X728	56401			141612	GPS AUTOMATIC VEHICLE LOA	041554	041554 - DOUBLEMAP, INC	1		369,544.00	-117,720.00	243,103.42	8,720.58
352	LOST III	110267	PUBLIC FAC & PROJ	58101	14PF2934	58101	141697	ST AEROSPACE LEASE AGREEM	033300	033300 - CITY OF PENSACOLA	1		8,000,000.00	0.00	2,000,000.00	6,000,000.00
				56201	13PF2503	56201	160264	A&E SERVICES FOR BROWNSVI	180171	180171 - QUINA GRUNDHOEFER ARCHITECTS PA	1		120,642.00	0.00	91,076.64	29,565.36
				56201	13PF2503	56201	161360	RENOVATIONS TO BROWNSVILL	141498	141498 - A E NEW, JR INC	1		1,194,000.00	-374,487.38	123,288.90	696,223.72
				56201	13PF2503	56201	161480	ODP - FIRE ALARM SYSTEM F	073485	073485 - GULFTECH FIRE PROTECTION INC	1		9,875.00	0.00	4,937.50	4,937.50
				56201	13PF2503	56201	161481	ODP METAL STUD MATERIALS	030944	030944 - CAPITOL MATERIALS INC	1		14,400.00	0.00	1,509.84	12,890.16
				56201	13PF2503	56201	161482	ODP (OWNER DIRECT PURCHAS	192151	192151 - SEQUEL ELECTRICAL SUPPLY LLC	1		76,805.00	0.00	16,649.03	60,155.97
				56201	13PF2503	56201	161483	ODP (OWNER DIRECT PURCHAS	421772	421772 - M & A SUPPLY COMPANY INC	1		146,702.00	0.00	0.00	146,702.00
				56201	13PF2503	56201	161551	ODP - ACOUSTICAL CEILING	010844	010844 - ACOUSTI ENGINEERING CO OF FL INC	1		10,689.00	0.00	0.00	10,689.00
				56201	13PF2503	56201	161552	ODP - STAGE CURTAIN AND P	130991	130991 - MAINSTAGE THEATRICAL SUPPLY INC	1		40,850.00	0.00	0.00	40,850.00
				56201	13PF2503	56201	161554	ODP - ROOFING MATERIAL FO	182517	182517 - ROOFERS MART SOUTHEAST INC	1		10,270.87	0.00	0.00	10,270.87
				56201	13PF2503	56201	161588	ODP - CARPET FOR BROWNSVI	422468	422468 - MANNINGTON MILLS INC.	1		62,000.00	0.00	0.00	62,000.00
352	LOST III	110273	LOST ECONOMIC DEVELOPMENT	56101	16PF3518	56101	140476	PD 12-13.065 "DESIGN SERV	021556	021556 - BASKERVILLE-DONOVAN INC.	1		0.00	192,788.89	35,642.23	157,146.66
				56301	16PF3518	56301	140476	PD 12-13.065 "DESIGN SERV	021556	021556 - BASKERVILLE-DONOVAN INC.	1		0.00	483,421.12	23,066.99	460,354.13
				56101	16PF3518	56101	161442	CONTRACT PD 15-16.067 "OL	133404	133404 - J MILLER CONSTRUCTION INC	1		0.00	4,571,203.00	862,229.00	3,708,974.00
				56301	16PF3518	56301	161442	CONTRACT PD 15-16.067 "OL	133404	133404 - J MILLER CONSTRUCTION INC	1		4,927,251.40	-4,574,801.20	0.00	352,450.20
352	LOST III	110274	PCOLA BCH RESTROOM.BRDWLK	56201	16PF3614	56201	161539	A&E SERVICES FOR ESCAMBIA	195504	195504 - STOA INTERNATIONAL/FLORIDA INC	1		63,152.00	-6,875.00	0.00	56,277.00
				56301	16PF3614	56301	161539	A&E SERVICES FOR ESCAMBIA	195504	195504 - STOA INTERNATIONAL/FLORIDA INC	1		21,701.00	6,875.00	0.00	28,576.00
352	LOST III	210104	UWF CAMPUS AGREEMENT	56301	09EN0315	56301	101041	TASK ORDER AWARD FOR PD 0	164749	164749 - ATKINS NORTH AMERICA INC	1		517,639.00	678,022.67	811,090.58	384,571.09



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352	LOST III	210107	TRANSPORTATION & DRAINAGE	56301	05EN2313	56301	101399	TO RE-OPEN TASK ORDER CLO	080064	080064 - HDR ENGINEERING INC	1		0.00	95,742.21	45,757.54	49,984.67
				56301	08EN0534	56301	101686	TASK ORDER CONTRACT PD 09-	021556	021556 - BASKERVILLE-DONOVAN INC	1		699,999.45	430,095.00	1,115,084.35	15,010.10
				56301	10EN0745	56301	110484	CONTRACT PD 09-10.076 "DE	081954	081954 - KENNETH HORNE & ASSOCIATES INC	1		199,265.00	62,412.54	152,827.82	108,849.72
				56301	08EN0313	56301	111436	CONTRACT 10-11-044 "DESIG	080064	080064 - HDR ENGINEERING INC	1		462,165.17	0.00	456,074.64	6,090.53
				56301	05EN2169	56301	120701	EXPENDITURE FOR THE CSX T	072898	072898 - GULF COAST TRAFFIC ENGINEERS INC	1		1,980.50	0.00	0.00	1,980.50
				56301	09EN0033	56301	120892	PERMIT MONITORING, COMPLI	232151	232151 - WETLAND SCIENCES INC.	1		10,000.00	0.00	3,500.00	6,500.00
				56301	11EN1405	56301	120956	PD 10-11.0-80 "DESIGN SER	164749	164749 - ATKINS NORTH AMERICA INC	1		588,131.00	0.00	588,065.28	65.72
				56301	12EN2044	56301	121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	251,611.03	225,479.57	26,131.46
				56301	15EN3214	56301	121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC.	1		0.00	123,984.92	117,575.05	6,409.87
				56301	09EN0115	56301	121251	LUMP SUM CONTRACT PER TER	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		906,213.00	136,714.00	754,677.59	288,249.41
				56301	08EN0115	56301	121336	TASK ORDER NO. 02.03.79.4	080483	080483 - HAMMOND ENGINEERING INC.	1		28,450.00	20,980.00	35,936.00	13,494.00
				56301	08EN0272	56301	121406	CONTRACT PD 11-12.038 "BE	100142	100142 - JEHL-HALSTEAD INC	1		999,430.00	19,000.00	977,129.25	41,300.75
				56301	12EN2071	56301	130545	TASK ORDER NO. 02.03.79.8	060189	060189 - FABRE ENGINEERING INC	1		41,369.60	8,620.25	49,217.31	772.54
				56301	12EN2121	56301	130830	TASK ORDER PD 02-03.79.46	080483	080483 - HAMMOND ENGINEERING INC	1		36,840.00	2,095.00	33,051.00	5,884.00
				56301	10EN0455	56301	130843	TO IMPLEMENT MITIGATION,M	232151	232151 - WETLAND SCIENCES INC.	1		5,800.00	0.00	4,300.00	1,500.00
				56301	13EN2235	56301	130867	TASK ORDER NO. 02.03.79.5	192991	192991 - SIGMA CONSULTING GROUP INC	1		48,750.00	1,240.00	46,510.00	3,480.00
				56301	13EN2272	56301	130921	TASK ORDER NO. 02.03.79.2	100142	100142 - JEHL-HALSTEAD INC	1		20,895.00	3,680.00	17,294.95	7,280.05
				56301	12EN1783	56301	131051	TASK ORDER NO. 02.03.79.2	081954	081954 - KENNETH HORNE & ASSOCIATES INC	1		4,885.04	25,982.92	27,617.40	3,250.56
				56301	13EN2395	56301	131177	TO PROVIDE PROFESSIONAL E	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		87,803.50	25,540.00	66,281.90	47,061.60
				56301	12EN2015	56301	140896	QUINTETTE BRIDGE FUNDS FO	232151	232151 - WETLAND SCIENCES INC.	1		0.00	17,420.00	4,800.00	12,620.00
				56301	16EN3471	56301	140988	TASK ORDER NO. 02.03.79.6	164915	164915 - PREBLE-RISH, INC	1		0.00	10,450.00	0.00	10,450.00
				56301	14EN2875	56301	140994	TASK ORDER NO. 02.03.79.5	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	1		26,676.00	0.00	18,798.00	7,878.00
				56301	14EN2661	56301	140996	TASK ORDER PD 02-03.79.15	080064	080064 - HDR ENGINEERING INC	1		45,050.29	0.00	37,665.96	7,384.33
				56301	12EN2152	56301	141077	CONTRACT PD 13-14.016 "DE	164749	164749 - ATKINS NORTH AMERICA INC	1		195,682.83	3,452.62	144,727.14	54,408.31
				56301	14EN2642	56301	141092	TASK ORDER NO.02.03.79.10	082323	082323 - GECI & ASSOCIATES ENGINEERS INC	1		7,870.00	0.00	7,030.00	840.00
				56301	14EN2795	56301	141094	TASK ORDER NO.02.03.79.50	192991	192991 - SIGMA CONSULTING GROUP INC	1		35,260.00	0.00	28,961.00	6,299.00
				56301	08EN0208	56301	141123	CONTRACT PD 13-14.006 "VA	182328	182328 - ROADS INC OF NWF	1		700,000.00	0.00	575,742.74	124,257.26
				56301	13EN2188	56301	141172	CONTRACT PD 13-14.030 "DE	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		137,714.00	35,448.00	112,396.00	60,766.00
				56301	13EN2188	56301	141173	CONTRACT PD 13-14.027 "DE	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		98,289.20	0.00	84,056.75	14,232.45
				56301	13EN2188	56301	141174	CONTRACT PD 13-14.028 "DE	042846	042846 - DRMP INC	1		75,525.72	0.00	74,640.64	885.08
				56301	14EN2825	56301	141428	CONTRACT PD 10-11.080, TA	060189	060189 - FABRE ENGINEERING INC	1		44,988.75	0.00	12,906.25	32,082.50
				56301	13EN2198	56301	150758	CONTRACT PD 13-14.081 "LA	080064	080064 - HDR ENGINEERING INC	1		133,746.77	15,250.64	116,361.26	32,636.15
				56301	08EN0105	56301	150896	CONTRACT PD 13-14.051 "DE	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		182,124.83	0.00	61,970.82	120,154.01
				56301	15EN3244	56301	150986	CONTRACT PD 14-15.017 "OL	182328	182328 - ROADS INC OF NWF	1		0.00	613,551.02	0.00	613,551.02
				56301	15EN3205	56301	151012	TASK ORDER PD 02-03.79.13	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		46,240.00	0.00	44,900.00	1,340.00
				56301	12EN2152	56301	151032	CONTRACT PD.NO.12.13.049	406608	406608 - INGRAM SIGNALIZATION INC	1		341,413.96	0.00	118,640.00	222,773.96



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				56301	15EN3244	56301	151055	TASK ORDER NO. 02.03.79.1	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		226,160.51	0.00	178,906.05	47,254.46
				56301	08EN0115	56301	151416	CONTRACT PD 14-15.050 "HI	182328	182328 - ROADS INC OF NWF	1		2,168,815.15	228,409.03	1,201,776.41	1,195,447.77
				56301	14EN3135	56301	151416	CONTRACT PD 14-15.050 "HI	182328	182328 - ROADS INC OF NWF	1		0.00	192,175.90	0.00	192,175.90
				56301	14EN3085	56301	151440	CONTRACT PD 14-15.008 "CO	160114	160114 - PANHANDLE GRADING & PAVING INC	1		2,873,769.35	0.00	2,838,488.20	35,281.15
				56301	14EN3075	56301	151441	CONTRACT PD 14-15.009 COU	160114	160114 - PANHANDLE GRADING & PAVING INC	1		1,200,292.80	67,108.26	1,263,726.06	3,675.00
				56301	12EN1738	56301	151499	TASK ORDER NO.02.03.79.45	051166	051166 - ENGINEERING & PLANNING RESOURCES PC	1		3,186.00	0.00	3,026.70	159.30
				56301	08EN0115	56301	151605	CONTRACT PD 14-15.080 "CE	042846	042846 - DRMP INC	1		210,000.00	0.00	191,206.25	18,793.75
				56301	14EN3075	56301	160711	CONTRACT PD 14-15.052-A L	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		119,949.47	0.00	115,548.11	4,401.36
				56301	14EN3085	56301	160712	CONTRACT PD 14-15.052-B L	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		373,200.89	-119,949.47	196,267.21	56,984.21
				56301	14EN2905	56301	160778	CONTRACT PD 14-15.079 "DE	201604	201604 - THOMPSON ENGINEERING, INC	1		59,870.00	0.00	55,223.00	4,647.00
				56301	13EN2413	56301	160939	CONTRACT PD 14-15.064 "PA	182328	182328 - ROADS INC OF NWF	1		255,181.26	22,622.70	107,486.42	170,317.54
				56301	15EN3325	56301	160973	CONTRACT PD 15-16.004 "DE	192991	192991 - SIGMA CONSULTING GROUP INC	1		115,325.00	5,165.00	78,016.50	42,473.50
				56301	16EN3495	56301	160994	FLASHING SOLAR POWERED BE	406608	406608 - INGRAM SIGNALIZATION INC	1		10,400.00	0.00	0.00	10,400.00
				56301	15EN3344	56301	161017	CONTRACT PD 15-16.007 "PE	220584	220584 - VOLKERT INC	1		463,227.00	0.00	215,332.41	247,894.59
				56301	13EN2188	56301	161052	CONTRACT PD 15-16.019 "OR	040386	040386 - DAVIS MARINE CONSTRUCTION, INC	1		645,791.75	5,724.00	143,459.25	508,056.50
				56301	13EN2523	56301	161148	CONTRACT PD 12-13.065 - A	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		328,006.46	0.00	140,922.57	187,083.89
				56301	16EN3565	56301	161149	CONTRACT PD 14-15.064 "PA	182328	182328 - ROADS INC OF NWF	1		205,024.87	0.00	158,957.55	46,067.32
				56301	08EN0021	56301	161261	TRAFFIC PLANNING CONSULTI	420615	420615 - JAMES CARL DE VRIES	1		44,969.60	0.00	15,633.74	29,335.86
				56301	13EN2188	56301	161297	TASK ORDER 02-03.79.13.67	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		49,954.77	0.00	20,818.71	29,136.06
				56301	13EN2188	56301	161298	TASK ORDER PD 02-03.79.54	133210	133210 - METRIC ENGINEERING, INC	1		49,468.35	0.00	0.00	49,468.35
				56301	08EN0228	56301	161309	CONTRACT PD 02-03.79.40.2	201604	201604 - THOMPSON ENGINEERING, INC	1		28,600.00	0.00	21,500.00	7,100.00
				56301	16EN3623	56301	161319	CONTRACT PD 14-15.064 "GE	182328	182328 - ROADS INC OF NWF	1		89,873.89	0.00	0.00	89,873.89
				56301	16EN3585	56301	161328	CONTRACT PD 14-15.064 "GE	133404	133404 - J MILLER CONSTRUCTION INC	1		125,000.00	0.00	114,950.00	10,050.00
				56301	12EN1783	56301	161330	CONTRACT PD 14-15.064 "GE	420550	420550 - MATTHEW T LEMON	1		197,738.04	0.00	86,270.53	111,467.51
				56301	15EN3214	56301	161331	CONTRACT PD 15-16.038 "DE	021556	021556 - BASKERVILLE- DONOVAN INC	1		130,870.00	0.00	68,320.00	62,550.00
				56101	13EN2523	56101	161379	O&E REPORTS FOR 135 PARCE	051907	051907 - ESCAROSA LAND RESEARCH LLC	1		10,125.00	75.00	9,975.00	225.00
				56301	16EN3665	56301	161393	CONTRACT PD 14-15.065 "PA	182328	182328 - ROADS INC OF NWF	1		280,518.87	0.00	0.00	280,518.87
				56301	16EN3655	56301	161394	CONTRACT PD 14-15.065 "PA	182328	182328 - ROADS INC OF NWF	1		337,890.80	0.00	0.00	337,890.80
				56301	08EN0208	56301	161430	CONTRACT PD 15-16.059 "MO	182328	182328 - ROADS INC OF NWF	1		160,009.84	0.00	0.00	160,009.84
				56301	12EN1738	56301	161430	CONTRACT PD 15-16.059 "MO	182328	182328 - ROADS INC OF NWF	1		24,733.45	0.00	0.00	24,733.45
				56301	16EN3413	56301	161430	CONTRACT PD 15-16.059 "MO	182328	182328 - ROADS INC OF NWF	1		208,080.00	0.00	0.00	208,080.00
				56301	08EN0208	56301	161431	CONTRACT PD 15-16.057 "20	182328	182328 - ROADS INC OF NWF	1		870,000.00	0.00	352,748.30	517,251.70
				56301	08EN0208	56301	161432	CONTRACT PD 15-16.056 "20	182328	182328 - ROADS INC OF NWF	1		1,661,103.22	0.00	0.00	1,661,103.22
				56301	15EN3354	56301	161459	CONTRACT PD 14-15.064.4A	081314	081314 - HEATON BROTHERS CONSTRUCTION CO INC	1		178,187.74	0.00	0.00	178,187.74
				56301	08EN0208	56301	161460	CONTRACT PD 14-15.064 "GE	160114	160114 - PANHANDLE GRADING & PAVING INC	1		345,908.62	0.00	306,219.58	39,689.04
				56301	16EN3542	56301	161462	CONTRACT PD 15-16.064 "MA	032335	032335 - CHAVERS CONSTRUCTION INC	1		232,025.50	0.00	0.00	232,025.50
				56301	12EN1738	56301	161463	CONTRACT PD 15-16.049 "DE	100142	100142 - JEHL-HALSTEAD INC	1		98,538.77	0.00	0.00	98,538.77
				56301	15EN3195	56301	161479	CONTRACT PD 15-16.076 "PO	420785	420785 - PRINCIPLE PROPERTIES INC	1		558,522.00	0.00	104,376.50	454,145.50
				56301	12EN2071	56301	161484	CONTRACT PD 15-16.066 "ME	420683	420683 - SITE AND UTILITY LLC	1		359,946.00	0.00	0.00	359,946.00
				56301	08EN0268	56301	161488	CONTRACT PD 14-15.064 "PA	032335	032335 - CHAVERS CONSTRUCTION INC	1		71,400.00	14,250.00	0.00	85,650.00



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				56301	08EN0228	56301	161506	TASK ORDER PD 02-03.79.8.	060189	060189 - FABRE ENGINEERING INC.	1		43,435.10	0.00	16,261.00	27,174.10
				56301	14EN2642	56301	161516	INSTALLATION OF BUS PADS	420809	420809 - INFRASTRUCTURE SPECIALTY SRVCS INC	1		40,000.00	0.00	7,308.00	32,692.00
				56301	13EN2188	56301	161520	CONTRACT PD 12-13.001 "BR	040206	040206 - DKE MARINE SERVICES INC	1		23,995.48	0.00	0.00	23,995.48
				56401	16EN3528	56401	161526	NEW 2016 LANDPRIDE RC5615	033753	033753 - COASTAL MACHINERY CO INC	2		17,655.25	0.00	0.00	17,655.25
				56401	16EN3528	56401	161526	NEW 2016 LANDPRIDE RC5610	033753	033753 - COASTAL MACHINERY CO INC	1		14,967.25	0.00	0.00	14,967.25
				56301	14EN2913	56301	161556	CONTRACT PD 14-15.064 GEN	182328	182328 - ROADS INC OF NWF	1		39,504.74	0.00	0.00	39,504.74
				56301	13EN2188	56301	161557	CONTRACT PD 12-13.001 "BO	072896	072896 - GULF MARINE CONSTRUCTION, INC	1		23,600.00	0.00	0.00	23,600.00
				56401	16EN3528	56401	161564	SHIPPING & HANDLING	422417	422417 - WASTEQUIP MANUFACTURING CO LLC	4		1,000.00	0.00	0.00	1,000.00
				56401	16EN3528	56401	161564	MODEL # ROC301 UNDERSTRUC	422417	422417 - WASTEQUIP MANUFACTURING CO LLC	3		1,148.00	0.00	0.00	1,148.00
				56401	16EN3528	56401	161564	MODEL # ROC 109 FRONT ROL	422417	422417 - WASTEQUIP MANUFACTURING CO LLC	2		520.00	0.00	0.00	520.00
				56401	16EN3528	56401	161564	MODEL # 154241 30 CUBIC Y	422417	422417 - WASTEQUIP MANUFACTURING CO LLC	1		21,024.00	0.00	0.00	21,024.00
				56301	13EN2188	56301	161566	CONTRACT PD 02-03.79.13.6	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		49,540.00	0.00	0.00	49,540.00
				56301	16EN3454	56301	161581	CONTRACT PD 15-16.052 "EA	194120	194120 - SOUTHERN UTILITY CO., INC	1		42,847.00	0.00	0.00	42,847.00
				56301	08EN0068	56301	161584	CONTRACT PD 15-16.078 "CR	422252	422252 - ROBERSON EXCAVATION INC	1		1,313,391.55	0.00	0.00	1,313,391.55
				56301	08EN0228	56301	161586	CONTRACT PD 14-15.064 "PA	182328	182328 - ROADS INC OF NWF	1		170,355.80	0.00	0.00	170,355.80
				56301	12EN1738	56301	161587	CONTRACT PD 14-15.064 "PA	160114	160114 - PANHANDLE GRADING & PAVING INC	1		51,691.51	0.00	0.00	51,691.51
				56301	14EN2661	56301	161587	CONTRACT PD 14-15.064 "PA	160114	160114 - PANHANDLE GRADING & PAVING INC	1		204,948.00	0.00	0.00	204,948.00
				56301	15EN3354	56301	161591	CONTRACT PD 14-15.064 "PA	032335	032335 - CHAVERS CONSTRUCTION INC	1		348,319.80	0.00	0.00	348,319.80
				56301	15EN3354	56301	161592	CONTRACT PD 14-15.064 "PA	843895	843895 - GULF ATLANTIC CONSTRUCTORS, INC	1		123,384.43	0.00	0.00	123,384.43
				56301	08EN0334	56301	280590	CONTRACT PD. NO. 95.96.74	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		0.00	18,775.00	15,111.40	3,663.60
				56301	05EN1343	56301	280598	CONTRACT PD. NO. 02.03.79	080064	080064 - HDR ENGINEERING INC.	1		0.00	88,102.56	78,636.96	9,465.60
				56301	08EN0078	56301	290817	CONTRACT AMENDMENT NO. 2	021556	021556 - BASKERVILLE-DONOVAN INC.	1		1,575,498.01	1,803,445.51	2,899,103.17	479,840.35
				56301	08EN0301	56301	291166	TASK ORDER PD 08-09.007 "	021556	021556 - BASKERVILLE-DONOVAN INC.	1		200,660.10	19,608.92	220,060.77	208.25
				56301	08EN0021	56301	291417	TASK ORDER PD 08-09.027 "	164749	164749 - ATKINS NORTH AMERICA INC	1		416,886.17	21,945.40	438,831.56	0.01
				56301	12EN1728	56301	291417	TASK ORDER PD 08-09.027 "	164749	164749 - ATKINS NORTH AMERICA INC	1		0.00	2,699,611.25	1,146,363.14	1,553,248.11
352	LOST III	210109	FDOT OLIVE ROAD	56301	10EN0363	56301	120652	OLIVE ROAD EAST CORRIDOR	042846	042846 - DRMP INC	1		1,482,372.47	0.00	1,352,697.62	129,674.85
				56301	10EN0363	56301	150986	CONTRACT PD 14-15.017 "OL	182328	182328 - ROADS INC OF NWF	1		4,531,541.13	150,520.03	2,581,574.13	2,100,487.03
352	LOST III	210114	EDTPFA-MUSCOGEE & US 29	56301	15EN3285	56301	160898	CONTRACT PD 14-15.098 "DE	012081	012081 - AMERICAN CONSULTING ENGINEERS OF	1		73,949.00	0.00	49,532.98	24,416.02
352	LOST III	210115	QUIETWTR BCH LNDNG LAP	56301	16EN3434	56301	161270	CONTRACT PD 15-16.021 "DE	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		116,997.00	0.00	0.00	116,997.00
352	LOST III	210117	E.JOHNNSN STRMWTR RPR LAP	56301	16EN3454	56301	161296	CONTRACT PD 02-03.79.13.6	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		24,006.49	0.00	0.00	24,006.49
				56301	16EN3454	56301	161581	CONTRACT PD 15-16.052 "EA	194120	194120 - SOUTHERN UTILITY CO., INC	1		195,196.00	0.00	0.00	195,196.00
352	LOST III	210118	CR292 GB HWY DRAINAGE LAP	56301	16EN3462	56301	161296	CONTRACT PD 02-03.79.13.6	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		20,183.01	0.00	0.00	20,183.01
352	LOST III	210119	SRIA TRAFFIC CALMING	56301	16EN3424	56301	121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC.	1		0.00	84,902.51	65,756.95	19,145.56
				56301	16EN3424	56301	160972	CONTRACT PD 15-16.013 "CR	843895	843895 - GULF ATLANTIC CONSTRUCTORS, INC	1		1,135,083.35	56,260.75	827,416.04	363,928.06
352	LOST III	210121	HMGP LAKE CHARLENE	56301	16EN3602	56301	150758	CONTRACT PD 13-14.081 "LA	080064	080064 - HDR ENGINEERING INC.	1		0.00	295,181.73	0.00	295,181.73
352	LOST III	220102	NESD CAPITAL	56301	09NE0018	56301	130921	TASK ORDER NO. 02.03.79.2	100142	100142 - JEHLLE-HALSTEAD INC	1		0.00	500.00	347.10	152.90



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Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				56301	10NE0808	56301	151263	ARTIFICIAL REEF CONSTRUCT	420750	420750 - PANHANDLE UNDERWATER MT&SALVAGE I.I.C.	1		79,400.00	-49,400.00	0.00	30,000.00
352	LOST III	290407	DETENTION CAPITAL	56201	14SH2728	56201	151531	DESIGN CRITERIA PROFESSIO	421219	421219 - DLR GROUP INC	1		3,999,280.00	0.00	640,173.85	3,359,106.15
				56201	14SH2728	56201	161203	A&E SERVICES FOR MAIN JAI	202217	202217 - TOWNES + ARCHITECTS. P.A.	1		15,719.00	0.00	11,849.00	3,870.00
				56201	14SH2728	56201	161374	BAILBONDSMAN MEETING ROOM	023335	023335 - BIRKSHIRE JOHNSTONE. I.I.C.	1		21,910.00	0.00	15,987.00	5,923.00
				56301	14SH2728	56301	161519	CONTRACT PD 02-03.79.26.6	164269	164269 - PITTMAN GLAZE & ASSOCIATES INC.	1		25,610.00	0.00	20,790.00	4,820.00
				56201	14SH2728	56201	161582	ESCAMBIA COUNTY MAIN JAIL	023335	023335 - BIRKSHIRE JOHNSTONE. I.I.C.	1		188,400.00	0.00	0.00	188,400.00
352	LOST III	350229	PARKS CAPITAL PROJECTS	53401	08PR0078	53401	161056	AGREEMENT-ZONE 1 GROUNDS	072181	072181 - GREENWORKS GROUNDSKEEPING & LANDSCA	1		39,000.00	0.00	30,225.00	8,775.00
				53401	08PR0078	53401	161057	AGREEMENT-ZONE 3 GROUNDS	072500	072500 - GULF COAST ENVIRONMENTAL CONT INC	1		48,600.00	0.00	37,665.00	10,935.00
				53401	08PR0078	53401	161058	AGREEMENT-ZONE 2 GROUNDS	141823	141823 - KURT M CLINGAN	1		45,000.00	0.00	34,575.00	10,425.00
				53401	08PR0078	53401	161059	AGREEMENT-ZONE 4 GROUNDS	182054	182054 - RHETT JAMES LANDSCAPING INC.	1		72,490.00	0.00	56,179.75	16,310.25
				53401	08PR0078	53401	161060	AGREEMENT-ZONE 5 GROUNDS	050866	050866 - EMERALD COAST GRASS CO. I.I.C.	1		67,000.00	0.00	51,925.00	15,075.00
				53401	08PR0078	53401	161061	AGREEMENT-ZONE 6 GROUNDS	230340	230340 - WALLACE SPRINKLER & SUPPLY INC.	1		75,400.00	0.00	57,700.00	17,700.00
				56201	08PR0102	56201	161138	TASK ORDER PD 02-03.79.8.	060189	060189 - FABRE ENGINEERING INC.	1		27,408.00	0.00	23,241.60	4,166.40
				56401	08PR0068	56401	161375	1 TON CREW CAB DUAL REAR	011300	011300 - ALAN JAY FORD LINCOLN MERCURY INC	1		46,298.00	0.00	0.00	46,298.00
				56201	08PR0102	56201	161583	SOUTHWEST ESCAMBIA COUNTY	421015	421015 - EMPIRE BUILDERS GROUP INC	1		169,496.00	0.00	0.00	169,496.00
352	LOST III	370106	COMMUNITY CENTERS	53401	14CA2868	53401	160642	SHORT TERM TEMPORARY WORK	023818	023818 - BLUE ARBOR INC	1		0.00	65,280.00	46,065.20	19,214.80
401	SOLID WASTE	230301	SOLID WASTE ADMIN	56401			161559	OPEN PURCHASE ORDER FOR	040517	040517 - DELL MARKETING LP	1		1,287.24	0.00	0.00	1,287.24
				56401			161562	OPEN PURCHASE ORDER FOR D	040517	040517 - DELL MARKETING LP	1		1,902.20	0.00	0.00	1,902.20
401	SOLID WASTE	230304	ENVIRONMENTAL	53101			141508	PROFESSIONAL SERVICES TO	190025	190025 - SCS ENGINEERS	1		102,400.00	91,418.00	174,426.00	19,392.00
				53101			150802	PROFESSIONAL CONSULTING S	080064	080064 - HDR ENGINEERING INC	1		148,621.00	89,905.00	186,800.11	51,725.89
				53101			151053	TECHNICAL REVIEW OF FOUR	071236	071236 - GEOSYNTEC CONSULTANTS INC	1		33,100.00	24,300.00	55,090.00	2,310.00
				53101			161169	PREPARATION OF SPRING AND	071236	071236 - GEOSYNTEC CONSULTANTS INC	1		27,800.00	0.00	12,100.00	15,700.00
				56401			161559	OPEN PURCHASE ORDER FOR	040517	040517 - DELL MARKETING LP	1		1,287.24	0.00	0.00	1,287.24
				56401			161561	OPEN PURCHASE ORDER FOR D	040517	040517 - DELL MARKETING LP	1		1,162.97	0.00	0.00	1,162.97
401	SOLID WASTE	230307	SW TRANSFER	53101			161242	OPEN PURCHASE ORDER FOR L	030296	030296 - CAMERON-COLE LLC	1		18,100.00	0.00	11,192.50	6,907.50
401	SOLID WASTE FUND	230309	SW CLOSED LANDFILLS	53101			151053	TECHNICAL REVIEW OF FOUR	071236	071236 - GEOSYNTEC CONSULTANTS INC	1		11,200.00	0.00	8,400.00	2,800.00
401	SOLID WASTE FUND	230314	SWM OPERATIONS	54601			160836	BLANKET PURCHASE ORDER FO	160114	160114 - PANHANDLE GRADING & PAVING INC	1		45,000.00	76,760.00	48,153.15	73,606.85
				56401			161509	RE-BUILD OF A CATERPILLAR	201640	201640 - THOMPSON TRACTOR CO INC	1		223,831.00	0.00	0.00	223,831.00
401	SOLID WASTE FUND	230315	PROJECTS	56301			151246	PD 14-15.022, ENGINEERING	100699	100699 - JONES EDMUNDS & ASSOCIATES INC	1		460,000.00	0.00	334,690.00	125,310.00
				56301			160870	PERDIDO LANDFILL SECTION	100699	100699 - JONES EDMUNDS & ASSOCIATES INC	1		1,074,000.00	0.00	249,040.00	824,960.00
				56301			161433	PERDIDO CLASS 1 LANDFILL	160114	160114 - PANHANDLE GRADING & PAVING INC	1		4,155,393.00	0.00	0.00	4,155,393.00
				56301			161560	OPEN PURCHASE ORDER FOR S	200965	200965 - TESTAMERICA LABORATORIES INC.	1		25,000.00	0.00	0.00	25,000.00
401	SOLID WASTE FUND	230316	SAUFLEY LANDFILL	53101			151053	TECHNICAL REVIEW OF FOUR	071236	071236 - GEOSYNTEC CONSULTANTS INC	1		2,900.00	0.00	2,175.00	725.00
408	EMERGENCY	330302	EMS OPERATIONS	56401			151513	PURCHASE/DELIVERY OF 2015	416682	416682 - HALCORE GROUP INC	1		719,992.00	34,739.00	394,734.76	359,996.24
				56301			161199	CONTRACT PD 15-16.026 *AB	023335	023335 - BIRKSHIRE JOHNSTONE. I.I.C.	1		0.00	69,400.00	21,500.00	47,900.00
				55501			161318	PROVIDE INSTRUCTION AND G	162818	162818 - DIST BD OF TRUSTEES PFNS STATE COL	1		54,000.00	0.00	13,049.60	40,950.40
				56401			161525	PURCHASE OF 2 NEW AMBULAN	416682	416682 - HALCORE GROUP INC	1		497,040.00	0.00	0.00	497,040.00



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				56401			161563	KIT XPS RETROFITS	195684	195684 - STRYKER SALES CORPORATION	6		51,984.24	0.00	0.00	51,984.24
				56401			161563	POWERLOAD COMPATIBLE UPGR	195684	195684 - STRYKER SALES CORPORATION	5		26,182.00	0.00	0.00	26,182.00
				56401			161563	X-RESTRAINT PACKAGES	195684	195684 - STRYKER SALES CORPORATION	4		6,209.25	0.00	0.00	6,209.25
				56401			161563	PROCARE UPGRADES	195684	195684 - STRYKER SALES CORPORATION	3		14,570.00	0.00	0.00	14,570.00
				56401			161563	POWER-PRO XT COTS	195684	195684 - STRYKER SALES CORPORATION	2		87,948.00	0.00	0.00	87,948.00
				56401			161563	POWERLOAD SYSTEMS	195684	195684 - STRYKER SALES CORPORATION	1		535,132.00	0.00	0.00	535,132.00
501	INTERNAL SERVICE FUND	140836	BUILDINGS	53101	414F0130	53101	141186	ENGINEERING SERVICES FOR	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		11,600.00	0.00	11,530.00	70.00
				56201	414E0155	56201	141186	ENGINEERING SERVICES FOR	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		0.00	111,016.00	80,690.00	30,326.00
				54601	414F0164	54601	141262	EMERGENCY REPAIRS TO LIFT	010941	010941 - ADVANCED COMPRESSED AIR TECH INC.	1		50,670.65	11,305.72	60,190.35	1,786.02
				53401			141331	EMERGENCY PURCHASE ORDER	040683	040683 - BOARD OF COUNTY COMMISSIONERS	1		0.00	4,645,760.00	3,186,340.00	1,459,420.00
				56201	414E0155	56201	141332	PROVIDE ANALYSIS FOR VARI	031295	031295 - CARTER GOBLE ASSOCIATES, INC.	1		110,000.00	0.00	100,500.00	9,500.00
				53401			141346	EMERGENCY PURCHASE ORDER	230384	230384 - WALTON COUNTY SHERIFF'S OFFICE	1		0.00	6,368,750.00	5,977,217.40	391,532.60
				53401			141347	EMERGENCY PO TO PROVIDE F	190728	190728 - SANTA ROSA COUNTY SHERIFF'S OFFICE	1		0.00	4,537,480.00	4,170,735.76	366,744.24
501	INTERNAL SERVICE FUND	150108	HEALTH	53101			160851	HEALTHCARE BROKER/CONSULT	420681	420681 - AON CONSULTING INC	1		50,000.00	0.00	24,999.96	25,000.04
Total													71,313,663.95	27,206,752.02	48,743,413.80	49,777,002.17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11347

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 11/17/2016

Issue: 5:33 p.m. Public Hearing - Vacate a Portion of an Alleyway in Block 58 of Englewood Heights

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for Consideration of the Petition to Vacate a Portion of an Alleyway in Block 58 of Englewood Heights Subdivision:

Recommendation: That the Board take the following action concerning the Petition to Vacate a Portion of an Alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 150 feet), as petitioned by Ronald D. Ramsey:

- A. Approve or deny the Petition to Vacate a Portion of an Alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 150 feet), as petitioned by Ronald D. Ramsey;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

BACKGROUND:

This request, originally presented at the May 5, 2016, meeting, was not approved due to the objection of an adjacent property owner. The petitioner, Mr. Ramsey, has now reduced the size of the Vacation request from 20 feet x 300 feet to 20 feet x 150 feet.

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 of the land to the petitioner or to any other interested party.

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

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Petition to Vacate

Aerial Map - Englewood Heights

Hold/Harmless Agreement

Certification of Property Owners

Property Owner List

Resolution

Notice of Adoption

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:

1. 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 rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate,

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

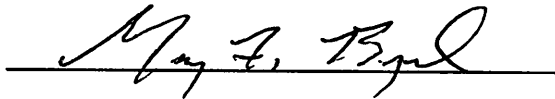


Ronald D. Ramsey
Petitioner(s) Name

P.O. Box 1182
Street Address

Gulf Breeze, Florida 32562
City State

850-982-0458
Phone Number



Gary F. Byrd , 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 ENGLEWOOD HEIGHTS

Petitioner: RONALD D. RAMSEY

Agent: GARY BYRD



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 7/6/16 DISTRICT 3



Alleyway to be Vacated



Petitioner's Property

HOLD/HARMLESS AGREEMENT

WHEREAS, Ronald D. Ramsey, hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

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

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

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

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

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

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

Executed in the presence of:

Bernie W Manning
Witness
Bernie W Manning
Print or type name
Kara Johnson
Witness
Kara Johnson
Print or type name

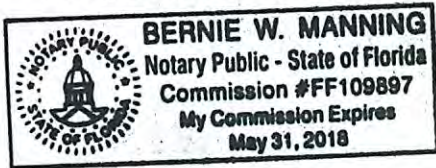
Ronald D. Ramsey
Petitioner(s)
Ronald D. Ramsey
Print or type name
Date: Oct. 17, 2016

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of October, 2016, by Ronald D. Ramsey. He/She is () personally known to me, () produced current Florida/Other Florida Driver License driver's license as identification, and/or () produced current _____ as identification.

Bernie W Manning
Notary Public
Bernie W Manning
Print or type name
Commission Expires: May 31, 2018
Commission Number: FF109897

(Notary Seal must be affixed)



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), do ___ hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated _____.

Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA


Before me, the undersigned authority, personally appeared _____
_____ who _____ personally known
to me or who have/has produced _____
as identification and who is/are known to me to be the individual(s) described in and
who acknowledged that _____ executed the foregoing Certification for the uses and
purposes described herein.

WITNESS my hand and official seal this _____ day of _____,
A.D., 20____.

Notary Public

Print or type name

Commission Number:
Commission Expires:

10/17/16
Completed by
staff: 

AIRGAS SOUTH INC
PO BOX 9219
MARIETTA, GA 30065

WORSHAM WENDALL M & YULANDA S
8375 RALEIGH CIR
PENSACOLA, FL 32534

BROWNING FERRIS INDUSTRIES OF
FLORIDA INC
c/o REPUBLIC SERVICES PROPERTY TAX
PO BOX 29246
PHOENIX, AZ 85038

SOUTHERN SCRAP COMPANY INC
PO BOX 2100
PENSACOLA, FL 325132100

PENSACOLA HABITAT FOR HUMANITY INC
PO BOX 13204
PENSACOLA, FL 32591

WASHINGTON WILLIE D &
THOMAS WILLIE J
3100 NORTH F ST
PENSACOLA, FL 32501

THE HOUSE OF GOD
2851 NORTH E ST
PENSACOLA, FL 32501

PIERRE WELLON JR
PO BOX 58141
NEW ORLEANS, LA 70122

CAPSTONE ADAPTIVE LEARNING AND
THERAPY CENTERS INC
2912 NORTH E ST
PENSACOLA, FL 32501

EST OF IOLA JOHNSON
2920 N F ST
PENSACOLA, FL 32501

BRYANT CALLIE 33.3% INT
11412 LONGHILL LN
BALCH SPRING, TX 75180

BONNER TINNIE MAE
700 TRUMAN AVE APT 145-N
PENSACOLA, FL 32505-4022

MANNA FOOD BANK INC
116 E GONZALEZ ST
PENSACOLA, FL 32501

MCCORVEY ANGELA ELAINE &
MCCORVEY SAMUEL H
7692 CHARTER OAKS DR
PENSACOLA, FL 325146278

FRIENDLY BAPTIST CHURCH
1015 W BAARS ST
PENSACOLA, FL 32501

DUMPSON CAROLYN
917 W HAYES ST
PENSACOLA, FL 32501

JONES BECKIE & JONES EDDIE
819 W LEONARD ST
PENSACOLA, FL 32501

MCINTOSH JOHNNY & HELEN
3103 NORTH F ST
PENSACOLA, FL 32501

PRESSLEY PATTERSON JR
32 EDGEVIEW HEIGHTS RD
GREENVILLE, AL 36037

RAMSEY RONALD D
PO BOX 1182
GULF BREEZE, FL 32562

ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

CRENSHAW PERRY
913 W BAARS ST
PENSACOLA, FL 32501

CARTER DAISY
PO BOX 2474
PENSACOLA, FL 32513

LEWIS HILDA
13280 SW 43RD CT
OCALA, FL 34473

MCKEEHAN MATTHEW C
2728 N PACE BLVD
PENSACOLA, FL 32505

BLOXSON JOSEPHINE B
3007 NORTH F ST
PENSACOLA, FL 32501

R J PROPERTIES OF NW FLORIDA LLC
2900 N E ST
PENSACOLA, FL 32501

BLOXSON DOROTHY JEAN
2921 NORTH F ST
PENSACOLA, FL 32501

EDLER NORMAN & LAURA
801 W BAARS ST
PENSACOLA, FL 32501

LETT OLA MAE
1324 E BOBE ST
PENSACOLA, FL 32503

JAMES ALBERT C & IREATER C
1010 W HAYES ST
PENSACOLA, FL 32501

YOUNG JESSIE REE
3100 NORTH G ST
PENSACOLA, FL 32501

ROBINSON VICKI L
3005 NORTH F ST
PENSACOLA, FL 32501

STABLER LEWIS M & FELICIA M
1008 W HAYES ST
PENSACOLA, FL 32501

JOHNSON FRANCES &
3000 NORTH G ST
PENSACOLA, FL 32501

HT LAND CO
2001 COMMERCE #200
HOUSTON, TX 77002

LETT LUCY MAE
3110 NORTH G ST
PENSACOLA, FL 32501

WARREN PLASTERING &
CONSTRUCTION SYSTEMS INC
1011 W TEXAR DR
PENSACOLA, FL 32501

WARREN BRADLEY HOLDINGS LLC
1011 W TEXAR DR
PENSACOLA, FL 32501

CARY JACQUELINE JUNE
3108 N G ST
PENSACOLA, FL 32501

SAAK PROPERTIES LLC
3130 N E ST
PENSACOLA, FL 325011328

WHITE LILLIE RUTH DALE
1012 W BAARS ST
PENSACOLA, FL 32501

BROWN DOUGLAS J
1008 W LEONARD ST
PENSACOLA, FL 32505

JOHNSON TRACIE DARNELL
39 BAYVIEW ST
SAN FRANCISCO, CA 94124

JAMES MABELINE &
JAMES HATTIE
914 W BAARS ST
PENSACOLA, FL 32501

CLAY SARAH N &
CLAY CHANDRA L
916 W LEONARD ST
PENSACOLA, FL 32501

SIMPSON LOLA BELLE & SIMPSON
LARRY & COTTON LOIS SIMPSON
1010 W LEONARD ST
PENSACOLA, FL 32501

JAMES FREDERICK N
916 W BAARS ST
PENSACOLA, FL 32501

JORDAN JOSEPH S EST OF &
WORSHAM YULANDA S
8375 RALEIGH CIR
PENSACOLA, FL 32534

GEORGE ETHEL MAE
1006 W HAYES ST
PENSACOLA, FL 32501

BELL ALVIN D II
4711 S HIMES AVE APT 2103
TAMPA, FL 33611

LEWIS OPHELIA M
7743 DEBORAH COURT
PENSACOLA, FL 32514

SELLERS SHIRLEY A
1014 W LEONARD ST
PENSACOLA, FL 32501

DAR KHURRAM
916 CRYSTAL SPRINGS AVE
PENSACOLA, FL 32505

SAVAGE ELLIAGE &
STALLWORTH CHESTER
3102 NORTH G ST
PENSACOLA, FL 32501

HILL JAMES A &
HILL SHIRLEY
911 W ANDERSON ST
PENSACOLA, FL 32501

KING NORMA JEAN
6648 HAMPTON ROAD
PENSACOLA, FL 32505

MOORE EARL L & EULA
1011 W HAYES ST
PENSACOLA, FL 32501

BARGAINEER DOROTHY C
909 W ANDERSON ST
PENSACOLA, FL 32501

MONFORD CARL D
1005 W ANDERSON ST
PENSACOLA, FL 32501

CHARTERS MARY ELLEN B
3101 E MALLORY ST
PENSACOLA, FL 32503

FREAR JAMES C & SHIRLEY J
905 W ANDERSON ST
PENSACOLA, FL 32501

MCLELLAN DAVID B & LISA M
2508 DUNN ST
PENSACOLA, FL 32526

WADE MINNIE CLYDE BONNER
1007 W HAYES ST
PENSACOLA, FL 32501

LAWYER TOD A & MICHELLE L
9922 EDENDALE RD
CANTONMENT, FL 32533

WARREN/BRADLEY HOLDINGS LLC
2060 UTICA PL
PENSACOLA, FL 32503

WOMACK DAISY B
3105 N F ST
PENSACOLA, FL 32501

WARREN ROBERT L &
MARIA W
2060 UTICA PLACE
PENSACOLA, FL 32503

STROMAN ROSETTA EST OF
C/O ERNEST STROMAN
8153 UNTREINER AVE
PENSACOLA, FL 32534

RUDD CHARLES E & PATRICIA
5925 PRINCE RD
PENSACOLA, FL 32503

ALLEN JAMES A & EARTHA
3012 TURNERS MEADOW RD
PENSACOLA, FL 32514

BLOXSON PEGGY
3005 N F ST
PENSACOLA, FL 32501

**Escambia County Public Works
Real Estate Acquisition
3363 West Park Place
Pensacola, FL 32505**

RESOLUTION NUMBER R_____ - _____

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

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

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

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING NORTH 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.

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

WHEREAS, Petitioner(s), Ronald D. Ramsey, has caused to be published on October 20, A.D., 2016, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m. on November 3, 2016, in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed; and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 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.

NOTICE IS HEREBY GIVEN that on November 3, A.D., 2016, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING NORTH 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.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____ day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida



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-11361

13.

BCC Regular Meeting

Meeting Date: 11/17/2016

Issue: Committee of the Whole Recommendation

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

Recommendation:

Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the November 10, 2016, C/W Workshop:

- A. Authorize staff to draft a Request for Proposals for a community partner and a pilot program of eight tiny homes between 200 and 300 square feet, and request the Planning Board to weigh in on how the implementation of tiny houses would fit into the Land Development Code (Item #8);
- B. Approve to include Variance and Conditional Use approvals that go before the Board of Adjustment with the new notice requirements for land use decisions, and clarify the line related to final plat to state "PUD Subdivision Final Plat" (Item #9); and
- C. Establish a lobbying position for the medical marijuana implementation, as follows (Item #11):
 - (1) All Medical Marijuana Treatment Centers would be commercial entities licensed by the State;
 - (2) Local Governments would have the right to deal with the zoning and number of licensees in their County; and
 - (3) The State would set some portion of the taxes collected to come back to local governments to deal with public safety and law enforcement issues created.

Attachments

No file(s) attached.



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-11311

Clerk & Comptroller's Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 11/17/2016

Issue: Transfer of Machinery & Equipment to the Sheriff's Office

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Transfer of Machinery & Equipment to the Sheriff's Office

That the Board approve the transfer of equipment from the Board to the Escambia County Sheriff's Office, as of September 30, 2016, in the amount of \$3,206,973.26.

Background:

These assets were purchased during the Fiscal Year 2015-2016 with Local Option Sales Tax and Law Enforcement Trust Funds, and are part of the Escambia County Sheriff's Tangible Property asset system. This property is still used and, pursuant to Chapter 274.03, Florida Statutes, the Sheriff is the custodian of the tangible property to the Sheriff's Office.

Attachments

FY 2016 Sheriff Transfer

SUNGARD PENTAMATION
 DATE: 11/01/2016
 TIME: 08:46:02

ESCAMBIA COUNTY BOCC
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
 AUDIT21

SELECTION CRITERIA: orgn.fund='352' and expldgr.key_orgn='540115' and expldgr.account like '564*'
 ACCOUNTING PERIODS: 1/16 THRU 13/16

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALLED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 352 - LOST III
 COST CENTER - 540115 - SHERIFFS CAP PROJECTS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
352-52000-52100-54-5401-540115-540115 - SHERIFFS CAP PROJECTS										
56401	09/30/15	11-1		MACHINERY & EQUIPMENT						
	10/26/15	21-1		V16737	401748 HONORABLE DAVID	4,037,983.00	20,907.50	.00	POSTED FROM BUDGET SYSTEM	
	10/26/15	21-1		V16737	401748 HONORABLE DAVID		20,292.50	.00	(1)2015MALLIBU/PMOORE	
	10/26/15	21-1		V16737	401748 HONORABLE DAVID		22,030.00	.00	(1)2015SONATA/TURNER	
	10/26/15	21-1		V16737	401748 HONORABLE DAVID		43,022.50	.00	(2)2015HONDA/PENHONDA	
	10/26/15	21-1		V16737	401748 HONORABLE DAVID		20,361.45	.00	(2)2015ALTIMA/SANSING	
	10/26/15	21-1		V16737	401748 HONORABLE DAVID		235.10	.00	2015KIAOPTIMA/KIA	
	10/26/15	21-1		V16737	401748 HONORABLE DAVID		131,102.34	.00	(2)TAGS/TITLE/JHOLLEY	
	10/26/15	21-1		V16737	401748 HONORABLE DAVID		58,794.00	.00	VEHACCESS/DANASAFETY	
	11/02/15	21-2		V16779	401748 HONORABLE DAVID		960.00	.00	(2)2015TAHOE/GARBER	
	11/02/15	21-2		V16779	401748 HONORABLE DAVID		705.30	.00	6 WNDW TNTNG/PREMIER	
	11/02/15	21-2		V16779	401748 HONORABLE DAVID		37,321.92	.00	VEH ACCESS/DANASAFETY	
	11/02/15	21-2		V16779	401748 HONORABLE DAVID		135.00	.00	42 FUSES/ATI PARTS	
	11/02/15	21-2		V16779	401748 HONORABLE DAVID		2,077.74	.00	42 USB CARDS/CDW	
	11/02/15	21-2		V16779	401748 HONORABLE DAVID		16,394.06	.00	21 VAULTS/DANA SAFETY	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		672.00	.00	(16) KEYS/ACE UNLOCKS	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		4,309.65	.00	VEH ACCESS/CES	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		2,501.90	.00	VENVISORS/A-1ACCESS	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		2,536.91	.00	(84)RELAYS/ATI PARTS	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		94,800.76	.00	VEH ACCESS/DANASAFETY	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		228,760.00	.00	(38)VEHACCESS/MATCHGU	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		248,376.00	.00	(8)TAHOES/GARBERBUICK	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		544.00	.00	REMOTEMOUNTKIT/MOTORO	
	11/23/15	21-2		V16975	401748 HONORABLE DAVID		940.40	.00	(8)TAGS/J HOLLEY	
	12/01/15	21-3		V17027	401748 HONORABLE DAVID		2,573.59	.00	(61)ANTENNA/ROK BROTH	
	12/01/15	21-3		V17027	401748 HONORABLE DAVID		390,483.00	.00	(15)VEHS/GARBER BUICK	
	12/01/15	21-3		V17027	401748 HONORABLE DAVID		1,763.25	.00	(15)TAGS/J HOLLEY	
	12/01/15	21-3		V17027	401748 HONORABLE DAVID		35.68	.00	(4)L BRACKET/DANASAPE	
	12/07/15	21-3		V17099	401748 HONORABLE DAVID		672.00	.00	(16)KEYS/ACEUNLOCKS	
	12/07/15	21-3		V17099	401748 HONORABLE DAVID		124,188.00	.00	(4)TAHOES/GARBER BUIC	
	12/07/15	21-3		V17099	401748 HONORABLE DAVID		13,782.54	.00	VEH ACCESS/DANA SAFET	
	12/18/15	21-3		V17245	401748 HONORABLE DAVID		4,778.16	.00	(6) SUV VAULTS/DAWS	
	12/18/15	21-3		V17245	401748 HONORABLE DAVID		336.00	.00	(8) EXTRA KEYS/ACEUNDO	
	12/18/15	21-3		V17245	401748 HONORABLE DAVID		2,389.08	.00	(3) SUV VAULTS	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION
 DATE: 11/01/2016
 TIME: 08:46:02

ESCAMBIA COUNTY BOCC
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
 AUDIT21

SELECTION CRITERIA: orgn.fund='352' and expldgr.key_orgn='540115' and expldgr.account like '564*'
 ACCOUNTING PERIODS: 1/16 THRU 13/16

SORTED BY: FUND.TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALLED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 352 - Lost III
 COST CENTER - 540115 - SHERIFFS CAP PROJECTS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56401				MACHINERY & EQUIPMENT						
				(cont'd)						
	12/18/15	21-3		V17245	401748 HONORABLE DAVID	17,109.00		.00	(2) POLARIS850ATV/STOK	
	12/18/15	21-3		V17245	401748 HONORABLE DAVID	587.75		.00	(5) TAGS/J HOLLEY	
	12/18/15	21-3		V17245	401748 HONORABLE DAVID	235.10		.00	TAG/TITLE/INTERCEPT	
	12/21/15	21-3		V17245	401748 HONORABLE DAVID	5,808.53		.00	VEH ACCESS/KENT	
	01/11/16	21-4		V17392	401748 HONORABLE DAVID	94,915.50		.00	CHEVROLET IMPALAS (5)	
	01/11/16	21-4		V17392	401748 HONORABLE DAVID	2,104.35		.00	MONITOR UNITS/CRIMINA	
	01/11/16	21-4		V17392	401748 HONORABLE DAVID	12,040.00		.00	2 CAMERAS/WTCH GUARD	
	01/11/16	21-4		V17392	401748 HONORABLE DAVID	788.15		.00	STAR DECALS/PRIDE ENT	
	01/25/16	13-4		V17514	401748 HONORABLE DAVID	23,228.94		.00	BA033-FND BAL CARRYFORWRD	
	01/25/16	21-4		V17514	401748 HONORABLE DAVID	1,413.00		.00	VEH ACCESS/DANA SFTY	
	01/25/16	21-4		V17514	401748 HONORABLE DAVID	1,645.70		.00	TAGS/TITLES (12)	
	01/25/16	21-4		V17514	401748 HONORABLE DAVID	64,680.00		.00	TAGS/TITLES (14)	
	01/25/16	21-4		V17514	401748 HONORABLE DAVID	362,226.00		.00	FOR EXPLRS(2)/HUB CIT	
	01/25/16	21-4		V17514	401748 HONORABLE DAVID	8,759.96		.00	TAHOES/IMPALA/GARBER	
	01/25/16	21-4		V17514	401748 HONORABLE DAVID	63,230.00		.00	SUV VAULTS/DAMS MFTG	
	01/25/16	21-4		V17514	401748 HONORABLE DAVID	124,188.00		.00	50 PWR HRT KITS/CARDI	
	01/25/16	21-4		V17514	401748 HONORABLE DAVID	672.00		.00	TAHOES (4)/GARBER	
	02/08/16	21-5		V17655	401748 HONORABLE DAVID	248,376.00		.00	KEYS/ACE UNLOCKS	
	02/08/16	21-5		V17655	401748 HONORABLE DAVID	1,008.00		.00	(8)2016TAHOES/GARBER	
	02/08/16	21-5		V17655	401748 HONORABLE DAVID	7,320.67		.00	(24) KEYTAHOES/ACEONL	
	03/18/16	21-6		V18054	401748 HONORABLE DAVID	23,281.18		.00	VEH ACCESS/DANASAFETY	
	04/13/16	13-7		V18755	401748 HONORABLE DAVID	2,115.95		.00	VEH ACCESS/PVP COMMUN	
	05/31/16	21-8		V18755	401748 HONORABLE DAVID	40,532.25		.00	BA112-VEHICLE AUCTION	
	06/21/16	21-9		V18973	401748 HONORABLE DAVID	352.65		.00	(75) PRINTERS	
	07/11/16	21-10		V19172	401748 HONORABLE DAVID	51,333.00		.00	3TAGS&TITLES/TAX COLL	
	08/19/16	21-11		V19596	401748 HONORABLE DAVID	5,321.20		.00	(3) MOTORCYCLES/MOTORS	
	08/29/16	21-11		1018704	401748 HONORABLE DAVID	84,894.01		.00	VEHACCESS/DANA SAFETY	
	08/29/16	21-11		1018704	401748 HONORABLE DAVID	-84,894.01		.00	HUFOR/FLEXTACT TRACK	
	08/29/16	21-11		1018704	401748 HONORABLE DAVID	84,894.01		.00	HUFOR/FLEXTACT TRACK	
	08/30/16	21-11		V19679	401748 HONORABLE DAVID	319,246.63		.00	HUFOR/FLEXTACT TRACK	
	09/12/16	19-11		JEL184	401748 HONORABLE DAVID	-84,894.01		.00	TTG/COMP EQUIP,MAJWAR	
	09/06/16	21-12		V19747	401748 HONORABLE DAVID	1,300.00		.00	RECLS CR#10018704 CRT OBJ	
	09/08/16	13-12		V19889	401748 HONORABLE DAVID	50,510.00		.00	(4)HONDAHARNES/PVPCOM	
	09/20/16	21-12		V19889	401748 HONORABLE DAVID	6,152.25		.00	BA242-SHERIFF VEH AUCTION	
	09/20/16	21-12		V19889	401748 HONORABLE DAVID	470.20		.00	(40) FWRHARTG5KIT/CAR	
	09/20/16	21-12		V19889	401748 HONORABLE DAVID	71,544.00		.00	(75) VEHMTROLFERDR/TTG	
	09/27/16	21-12		V19985	401748 HONORABLE DAVID			.00	(4)MTRCYCLETAGS/HOLLY	
								.00	4-2015HONDA/PNSMTRSPR	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION
 DATE: 11/01/2016
 TIME: 08:46:02

ESCAMBIA COUNTY BOCC
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 3
 AUDIT21

SELECTION CRITERIA: orgn.fund='352', and expldgr.key_orgn='540115' and expldgr.account like '564'

ACCOUNTING PERIODS: 1/16 THRU 13/16

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT
 TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 352 - LOST III
 COST CENTER - 540115 - SHERIFFS CAP PROJECTS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56401				MACHINERY & EQUIPMENT						
	09/27/16	21-12		V19985 (cont'd)	401748 HONORABLE DAVID		6,272.38	.00	VEH ACCESS/DANASAFETY	
	10/06/16	21-13		V20164	401748 HONORABLE DAVID		50,000.00	.00	RADIOSYSUPGR/COMENG	
	10/12/16	21-13		V20164	401748 HONORABLE DAVID		39,254.59	.00	(2)BOATMTRS/MARINAMIK	
TOTAL				MACHINERY & EQUIPMENT			3,206,973.26	.00		2,948,402.74
TOTAL 1ST SUBTOTAL - CAPITAL OUTLAY							6,155,376.00	.00		2,948,402.74
TOTAL TOTAL COST CNTR - SHERIFFS CAP PROJEC							6,155,376.00	.00		2,948,402.74
TOTAL FUND - LOST III							6,155,376.00	.00		2,948,402.74
TOTAL REPORT							6,155,376.00	.00		2,948,402.74

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION



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-11330

Clerk & Comptroller's Report 14. 2.

BCC Regular Meeting

Consent

Meeting Date: 11/17/2016

Issue: Minutes and Reports

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

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 3, 2016; and

B. Approve the Minutes of the Regular Board Meeting held November 3, 2016.

Attachments

20161103 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD NOVEMBER 3, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 12:07 p.m.)

Present: Commissioner Grover C. Robinson IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the November 3, 2016, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11338

Growth Management Report 14. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 11/17/2016

Issue: 5:46 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Blue Water Farms Borrow Pit

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Blue Water Farms Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Blue Water Farms Borrow Pit, located at 2120 Highway 97, property reference number 18-3N-31-1101-000-000.

BACKGROUND:

Blue Water Farms Borrow Pit is a new mineral resource extraction borrow pit located at 2120 Highway 97. The proposed mining activity will occur on approximately 51.2 (+/-) acres of a 57 acre undeveloped parcel. The proposed mining area is located in the northern portion of the parcel.

All manmade structures will be removed from the site. There will be no permanent mining equipment constructed or used at the site. The activity will include digging out material for use in construction projects. The material will be stockpiled and transported offsite.

At the February 19, 2015, Board of County Commissioners' (BCC) Regular Meeting, the BCC unanimously approved adopting (by Ordinance Number 2015-5) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years); (incorporate the grandfathering provisions provided in the Errata Sheet and) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future" as referenced in the Board's minutes for existing operations.

Along with the direction given from the BCC on February 19, 2015, regarding existing

borrow pit operations, the Board adopted new language for new mineral resource extraction and borrow pit operations within Escambia County with the aforementioned ordinance. Thus, this new mineral resource extraction borrow pit must comply with all the current and relevant provisions for mineral resource extraction and borrow pit operations within Escambia County, as approved by the Escambia County Board County Commissioners on February 19, 2015.

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirement and permits, of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII. - Borrow Pits and Reclamation, Section 42-324, Scope and compliance, of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Chapter 42, Article VIII, Borrow Pits and Reclamation, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Blue Water Farms Borrow Pit.

Attachments

Development Order with Exhibits

Maps



SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER with Concurrency Certification

“Borrow Pits and Reclamation Activities”

Project: Blue Water Farms Borrow Pit
Location: 2120 Highway 97
Development Review #: PSP160600098
Property Reference #: 18-3N-31-1101-000-000
Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit

Future Land Use: AG
Zoning District: Agr
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Blue Water Farms Pit with a laydown yard for construction materials proposed as their future reclamation. The project description is the development of a 51.20-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Site Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.
4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.
5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.
8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition.
10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.
13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.
14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permittee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Blue Water Farms Borrow Pit**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

- Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.



Director, Development Services Department

10/19/16
Date



HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 9130
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

**Blue Water Farms Borrow Pit
Stormwater Management & Reclamation Plan
Revised October 3, 2016**



Existing Conditions

The proposed mining activity will occur on approximately 51.2 ac of a 57.00 ac undeveloped parcel. The proposed mining area is located in the northern portion of the parcel. Runoff across the proposed mining area flows from the west to the east.

Proposed Mining Activity

There will be no buildings or permanent mining equipment constructed or used at the site. The activity will include digging out material for use in construction projects. The material will be stockpiled and transported offsite. The actual size and location of the pit inside the limits of mining activity will be determined by where construction grade types of material are located.

Reclamation Activities

The owner of the subject parcel intends to use the resulting pit as laydown yard for the storage of different types of construction materials such as asphalt millings, crushed concrete, and fill material. The final reclamation will consist of the following activities:

1. All mining and processing equipment (mobile or stationary) will be removed from the site.
2. All manmade structures will be removed from the site.
3. The area of mining activity will be graded to a 4:1 or flatter slope.
4. Disturbed acreage will be re-vegetated by means of seeding.
5. Best management practices will be utilized to minimize erosion.
6. A topographic survey of the completed reclamation will be provided along with calculations showing the resulting agricultural impoundment will attenuate the runoff from a 100-year event without exacerbating downstream conditions and that the impoundment will provide the volume of back to back 25 year rainfall events.

Borrow Pit - Stormwater Management

The total contributing area to the proposed mine site and future laydown yard is approximately 35.0 ac. The post development runoff coefficient for this area will not increase. Therefore, there is no runoff to attenuate.

We propose a swale to treat 1" of runoff that falls on the proposed driveway which totals

$12,898 \text{ sf} \times 1'' \times 1/12' = 1,075 \text{ cf}$. The swale volume proposed is 1 ft deep and provides 4,331 cf of volume.

Reclamation – Stormwater Management

The volume required for this runoff rate = $136.90 \text{ cfs} \times 91.45 \text{ min} \times 60 \text{ sec/min} = 751,170.3 \text{ cf}$ or 17.24 ac feet.

This would be the minimum volume needed to be provided above the final bottom elevation of the reclaimed mine. The bottom elevation of the reclaimed mine is unknown at this time.

The Top Area of the maximum limits of the proposed Reclaimed Mine is 51.2 Ac. The Bottom Area of the maximum limits of the proposed Reclaimed Mine is 35.0 Ac. The average area is 43.1 Ac or 1,877,436 sf.

The minimum volume divided by the average area = $751,170 \text{ cf}/1,877,436 \text{ sf} =$ a minimum depth of 0.40 feet. Therefore, the final berm on the downstream side of the reclaimed mine will have to be greater than 0.40 feet.

Based on the proposed depth and area of the Limits of Mining Activity, it is apparent that there is adequate room to provide for a Reclaimed Mine that provides a minimum volume of 751,170 cf which will attenuate the runoff from a 100-year rainfall event over its contributing area.

The volume from back to back 25 year events is $51.2 \text{ ac} \times 0.45 \text{ in/hour} \times 48 \text{ hours} = 4,014,490 \text{ cf}$. Divide this volume by the average area and the final berm on the downstream side of the mine will have to be greater than 2.14 feet.

The ERP requirements control, minimum depth of berm for proposed borrow pit shall exceed 2.14 feet.

Runoff from this proposed project limits will discharge into forest lands located on the parcel to the east. The project stormwater system as designed will not exacerbate drainage systems downstream or adjacent properties.



Operational Permit: Resource Extraction Facility Borrow Pit

Project: Blue Water Farm Borrow Pit
Location: 2120 Highway 97
Development Review #: PSP1606000098
Property Reference #: 18-3N-31-1101-000-000

Future Land Use: AG
Zoning District: AGR
Flood Zone: X

STANDARD PROJECT CONDITIONS

- 1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit # REP 2016 ____, as approved by the Site Plan Resource Extraction Development Order# PRP 1606000098.
2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC).
3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.
4. Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances.
5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.
6. The date of issuance of this permit is the ___ day of Nov, 2016, and the effective date is _____. The expiration date of this permit is _____.

County Staff Designee (Please Print)

Signature(s)

I acknowledge receipt of this permit on the ___ day of ____, 2016.

Property Owner(s) (Please Print)

Signature

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 11/10/2016

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section _____, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, _____ (name), as _____ (title) of _____ (name of corporation), do hereby attest and affirm:

- 1. The property located at _____ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.
- 2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".
- 3. The percentage of the usable site that has been excavated is _____ percent.
- 4. The estimated remaining life span for permitted activities on the site is _____ years.
- 5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

FURTHER AFFIANT SAYETH NAUGHT.

Dated this _____ day of _____, 2016

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Signature

Printed Name

Title

Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

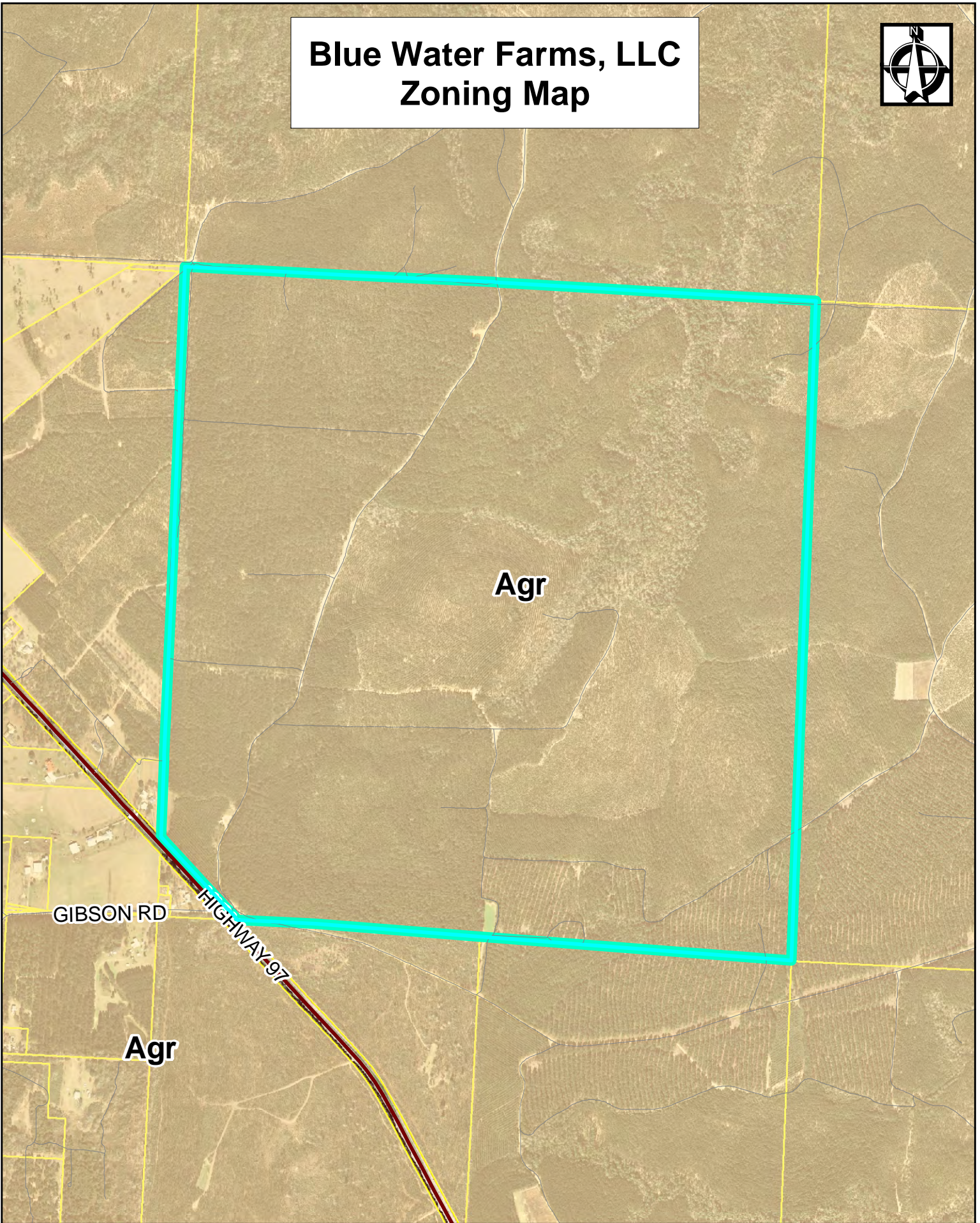
The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2016, by _____ (name) as _____ (title) of _____ (name of corporation), on behalf of the corporation. He/she () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

Blue Water Farms, LLC Zoning Map



0 250 500 1,000 1,500 2,000 2,500 3,000
Feet

This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

Blue Water Farms, LLC FLU Map



AG

GIBSON RD

HIGHWAY 97

0 250 500 1,000 1,500 2,000 2,500 3,000
Feet

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SITE PLANS FOR BLUE WATER FARMS BORROW PIT

SECTION 18, TOWNSHIP 3 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

2100 BLOCK HWY 97
MOLINO, FL 32577

OWNER:
BLUE WATER FARMS, INC.
8900 WARING ROAD
PENSACOLA, FL 32534

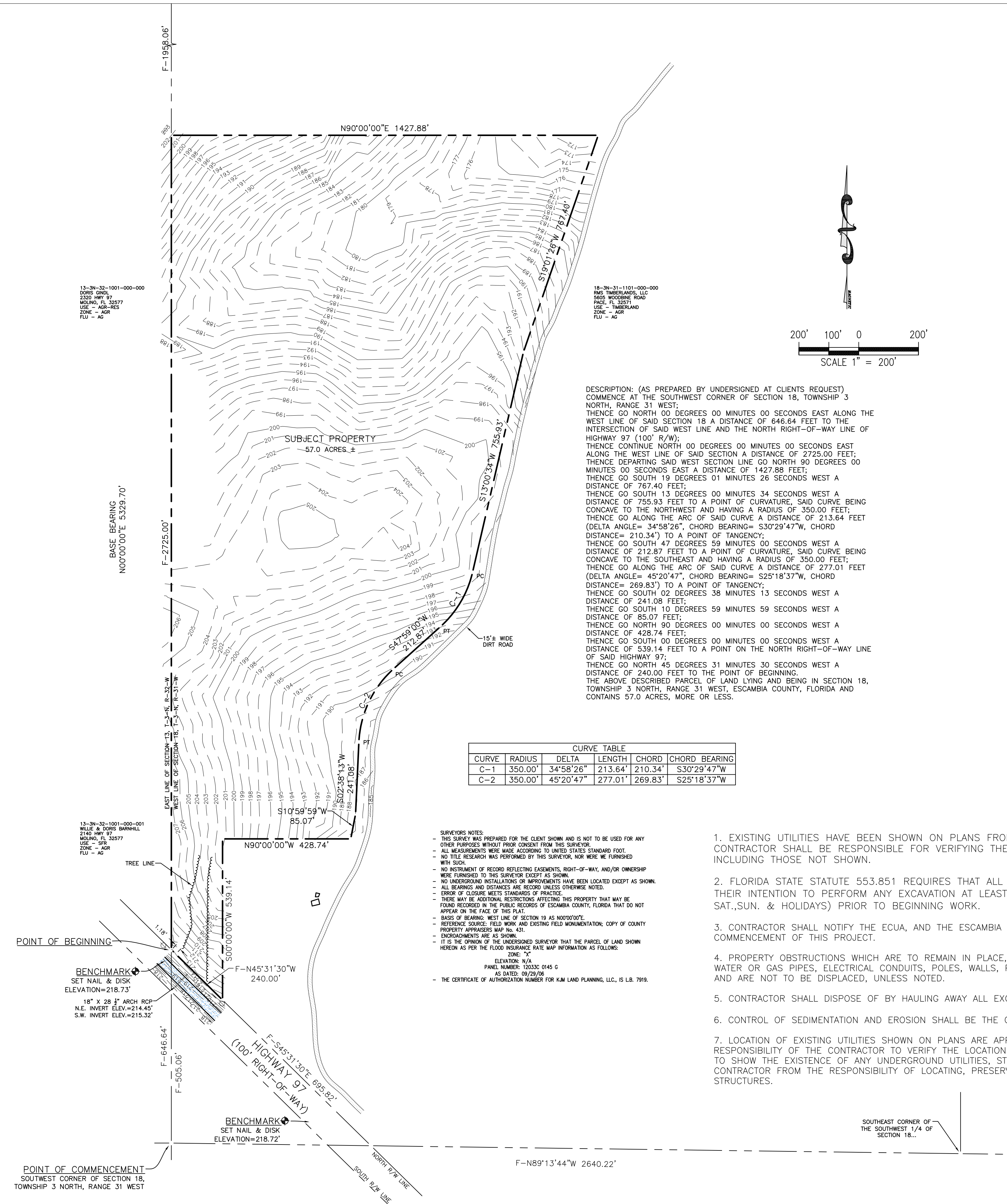
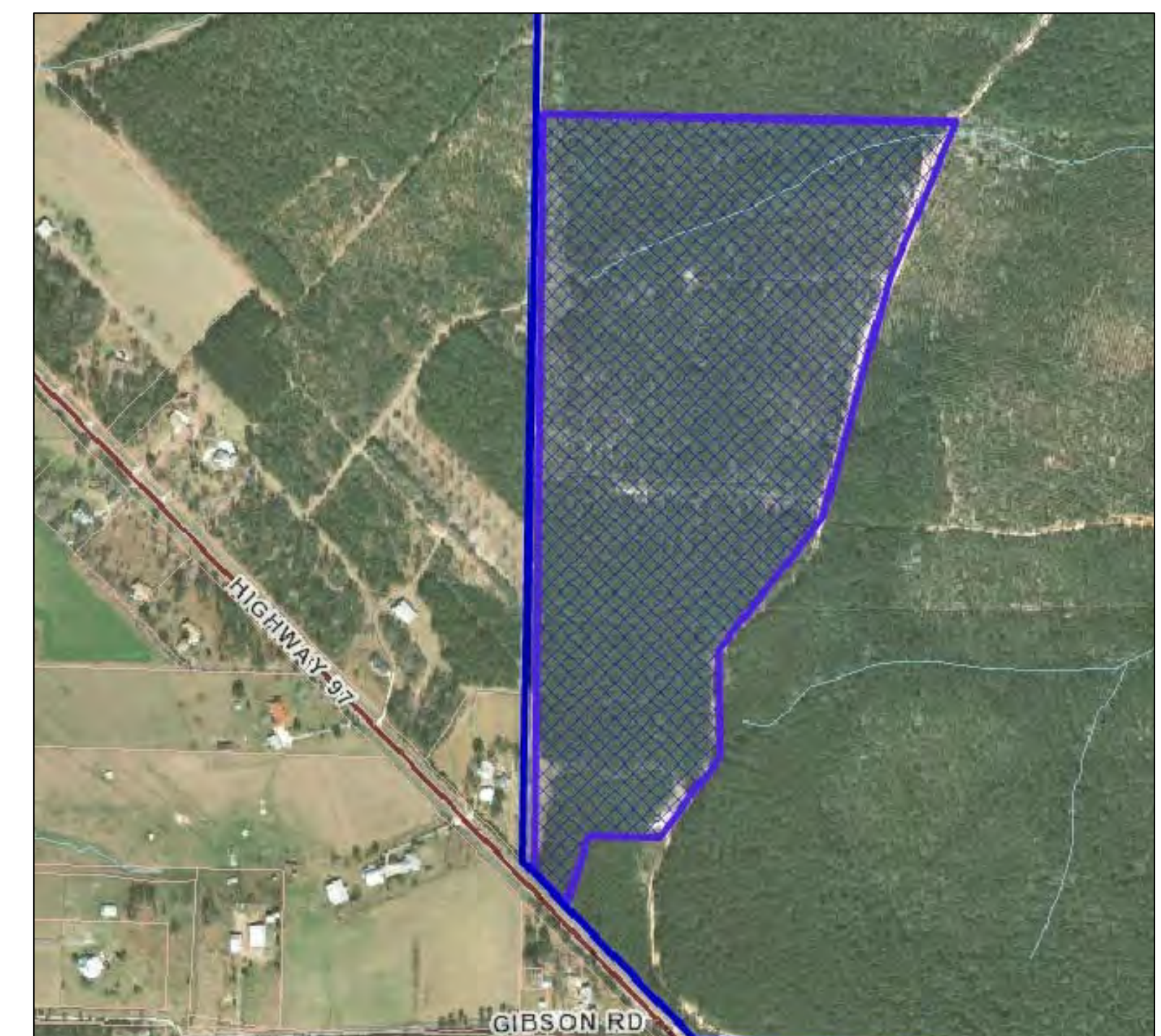
PROPERTY ID NO:
18-3N-31-1101-000-000
ZONING DESIGNATION: AGR
ADJACENT ZONING: AGR
FLU DESIGNATION: AG
ADJACENT FLU: AG

SITE PLAN

INDEX OF DRAWINGS:

- C1 ~ COVER
- C2 ~ MINING SITE OVERALL PLAN
- C3 ~ CROSS SECTION
- C4 ~ CROSS SECTION
- C5 ~ CROSS SECTION
- C6 ~ DRIVEWAY & SWALE PLAN
- C7 ~ FDOT CONNECTION PLAN
- C8 ~ FDOT '660' PLAN
- C9 ~ FDOT DETAILS
- C10 ~ FDOT DETAILS
- C11 ~ FDOT DETAILS

1. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS-BUILT" CERTIFICATION OR THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
2. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
3. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.
4. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
5. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF POND(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.
6. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT (850) 595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.
7. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W, 1-800-432-4770.
8. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN OFF FROM THE COUNTY.



REVISIONS

NO.

DATE

THIS DRAWING IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 15TH STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDESIGN.COM

SITE PLAN FOR
BLUE WATER FARMS
BORROW PIT
SANTA ROSA
FLORIDA

DRAWN BY: TGH/ARS
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 6/16/16
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

PROJECT NO: 116-036
SHEET: 1

NOTE: THIS PROJECT LIES WITHIN CLOSE PROXIMITY TO A PROTECTED POTABLE WELLHEAD. CONTRACTORS, TENANTS, ETC. SHALL BE RESPONSIBLE FOR REPORTING SPILLS OF POTENTIALLY HAZARDOUS SUBSTANCES (I.E. GASOLINE, DIESEL FUEL, HYDRAULIC FLUID, CLEANING PRODUCTS, CHEMICALS, ETC.) TO THE APPROPRIATE STATE (FDEP STATE WARNING POINT 1-800-320-0419) AND LOCAL (ESCAMBIA COUNTY HEALTH DEPT./ENVIRONMENTAL HEALTH (850-595-6712) AGENCIES.

NOTE: NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.

NOTE: HOURS OF OPERATION SHALL BE POSTED ON THE GATE. HOURS OF OPERATION ARE LIMITED TO 6 AM TO 6 PM MONDAY THRU FRIDAY AND 8 AM THRU 2 PM SATURDAY.

THE MINING AREA SHALL BE FENCED, GATED AND LOCKED WHEN NOT IN USE.

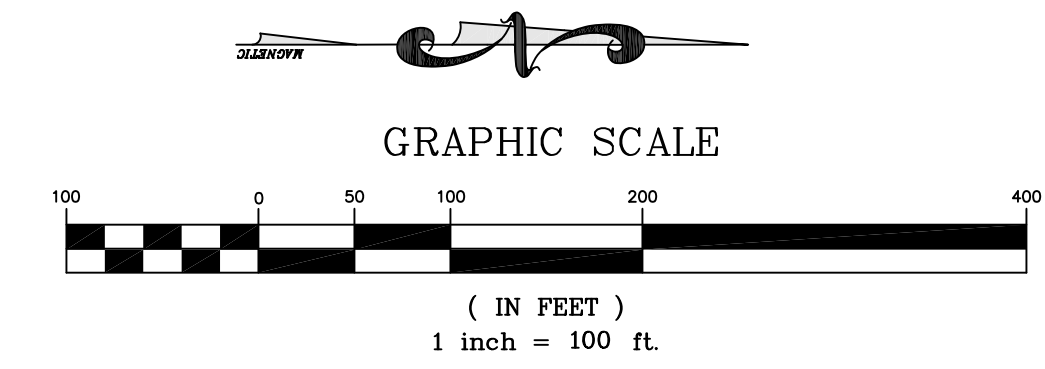
NO SLOPES STEEPER THAN 2:1 ARE PERMITTED

NO TRESPASSING SIGNS SHALL BE PLACED ALONG FENCE EVERY 250'.

NOTE: PRIOR TO THE START OF MINING, A "NOTICE OF INTENT TO MINE OR MINING OTHER RESOURCES" MUST BE PROVIDED TO THE FDEP.

TOTAL SITE AREA: 2,482,920 sf - 57.00 ac				
IMPERVIOUS and PEROVIOUS AREA				
BUILDINGS	EXISTING 0 SF	REMOVE 0 SF	NEW 0 SF	NET 0 SF
ASPHALT/CONCRETE	0 SF	0 SF	0 SF	0 SF
TOTAL IMPERVIOUS AREA	0 SF	0 SF	0 SF	0 SF
GRAVEL/ROCK	0 SF	0 SF	12,898 SF	12,898 SF
LANDSCAPE AREA	2,482,920 SF	0 SF	0 SF	2,470,022 SF
PERCENTAGE OF LANDSCAPE	100%			99.4%
PARKING DATA				
NON-HANDICAPPED SPACES	0	0	0	0
HANDICAPPED SPACES	0	0	0	0

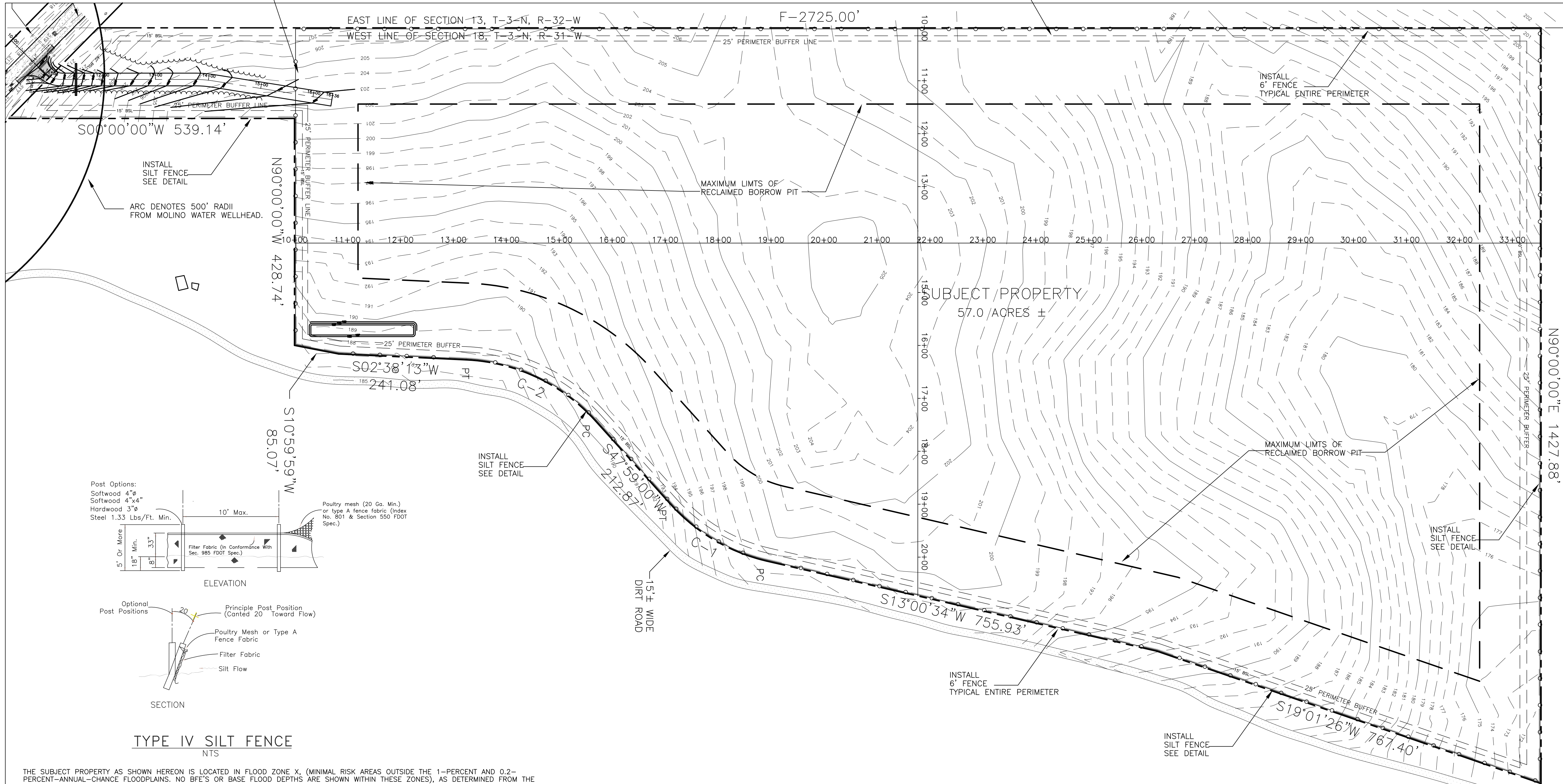
NOTE: THE SUBJECT PARCEL IS LOCATED IN CLOSE PROXIMITY TO A POTABLE WATER WELLHEAD. OPERATORS SHALL BE RESPONSIBLE FOR REPORTING SPILLS OF POTENTIALLY HAZARDOUS SUBSTANCES SUCH AS GASOLINE, DIESEL FUEL, HYDRAULIC FLUID, CLEANING PRODUCTS, CHEMICALS, ETC.) TO THE APPROPRIATE STATE (FDEP STATE WARNING POINT 1-800-320-0519) AND LOCAL (ESCAMBIA COUNTY HEALTH DEPT./ENVIRONMENTAL HEALTH 595-6712) A AGENCIES.



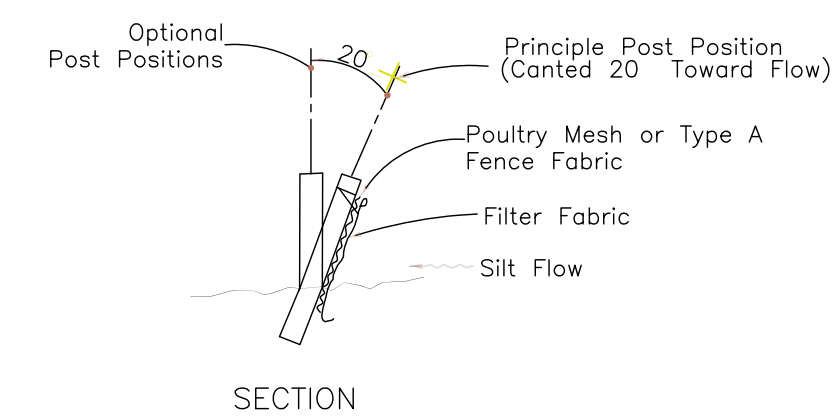
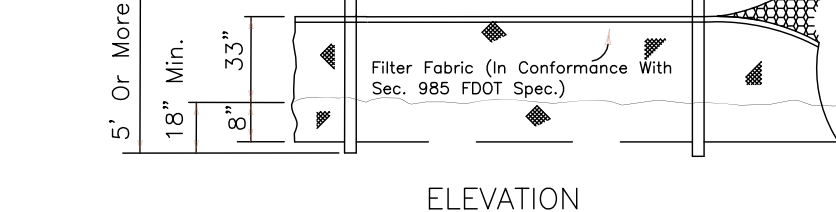
PARCEL ZONING: AGR
 BUILDING SETBACKS REQUIRED:
 FRONT SETBACK = 40'
 REAR SETBACK = 40'
 SIDE SETBACK = 10% LOT WIDTH OR 15' MAX
 MAXIMUM IMPERVIOUS SURFACE: 70%
 MAXIMUM BUILDING HEIGHT: UNLIMITED

INSTALL GATE TO BE LOCKED WHEN NOT IN OPERATION

25' BUFFER ALONG WEST PROPERTY LINE TO REMAIN UNDISTURBED IN ORDER TO PROVIDE BUFFER WITH RESIDENTIAL USE ADJOINING PARCEL



Post Options:
 Softwood 4"x4"
 Softwood 4"x4"
 Hardwood 3"x6"
 Steel 1.33 Lbs/Ft. Min.



TYPE IV SILT FENCE
NTS

THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND 0.2-PERCENT ANNUAL-CHANCE FLOODPLAINS; NO BFE'S OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBERS 12033C0165 AND 0145G, MAP REVISION DATE SEPTEMBER 29, 2006."

NO.	DATE	REVISIONS
1	10/3/16	REVISED PER COUNTY COMMENTS

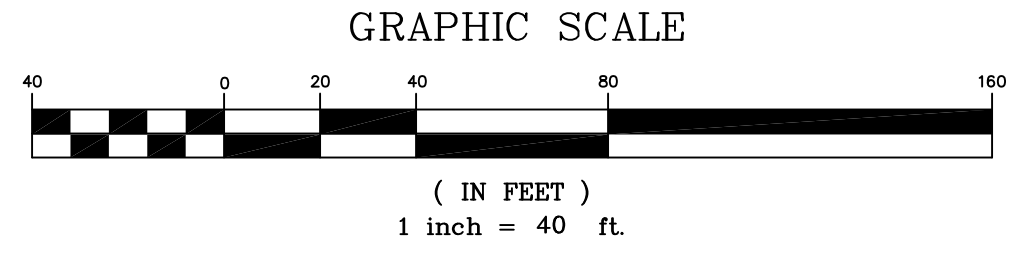
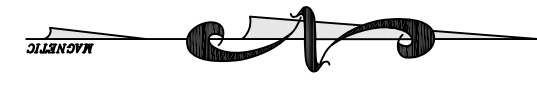
HAMMOND ENGINEERING, INC.
 FLORIDA AUTHORIZATION NO. 9130
 ALABAMA AUTHORIZATION NO. 3277
 3802 NORTH 15TH STREET
 PENSACOLA, FLORIDA 32505
 850-434-2603
 FAX 850-434-2650
 TOM@SELANDESIGN.COM

SITE PLAN FOR
 BLUE WATER FARMS
 BORROW PIT

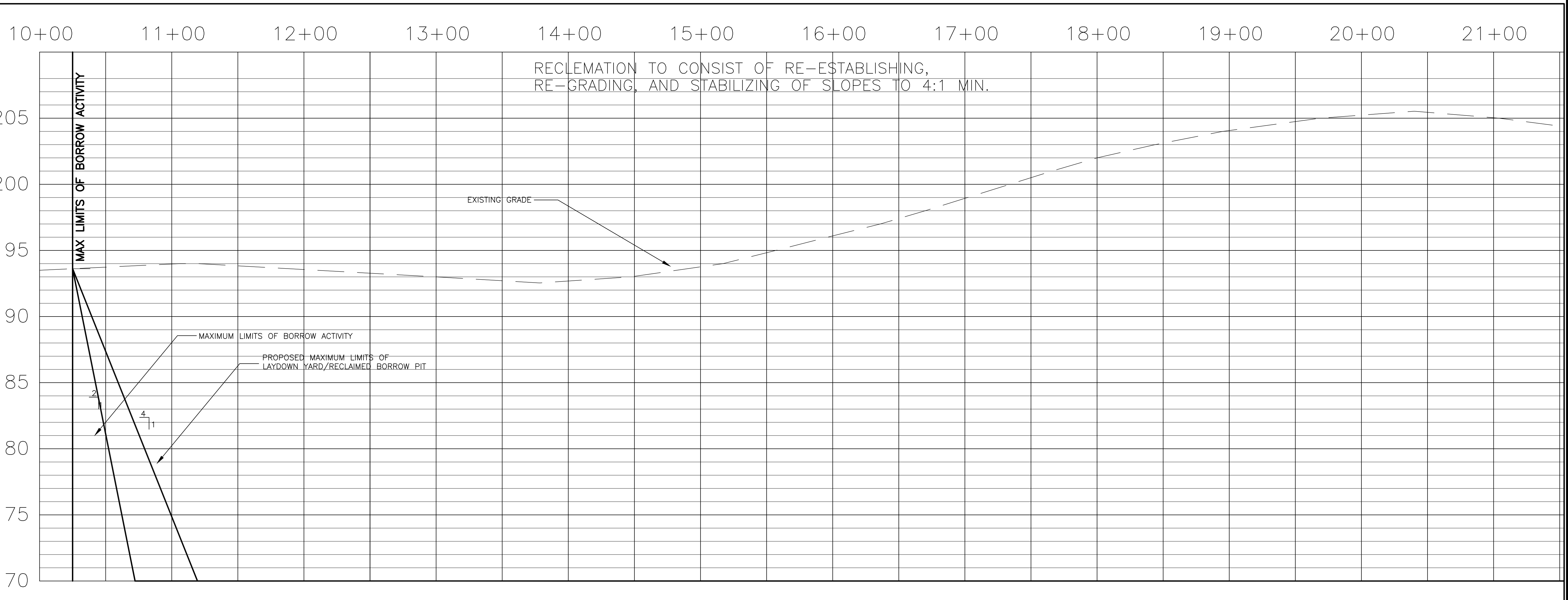
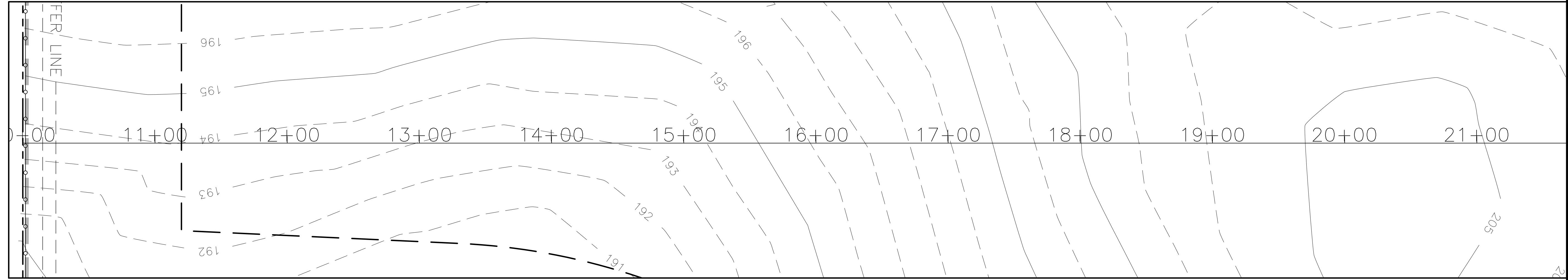
SANTA ROSA
 FLORIDA

DRAWN BY: TGH/ARS
 DESIGNED BY: TGH
 CHECKED BY: TGH
 DATE: 9/6/16
 SCALE: AS SHOWN
 NOT RELEASED FOR CONSTRUCTION
 BY: DATE:

PROJECT NO: 16-036
 SHEET: C-2



NOTE: EXCAVATION SLOPE REQUIREMENTS: THE ANGLE OF REPOSE FOR BORROW PIT/MINING SLOPES SHALL BE NO GREATER THAN 2:1, UNLESS A PROFESSIONAL ENGINEER OR PROFESSIONAL GEOLOGIST CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING, FACTORING INTO ACCOUNT THE TYPE OF SOIL (I.E. CLAY, SAND, ETC.) AND PERTINENT ENVIRONMENTAL CONDITIONS OF THE AREA.



NO.	DATE	REVISIONS
1	10/3/16	REVISED PER COUNTY COMMENTS

HE

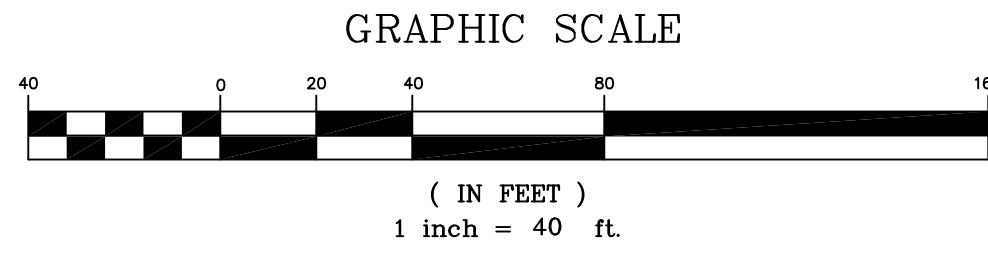
HAMMOND ENGINEERING, INC.
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SITE PLAN FOR
BLUE WATER FARMS
BORROW PIT

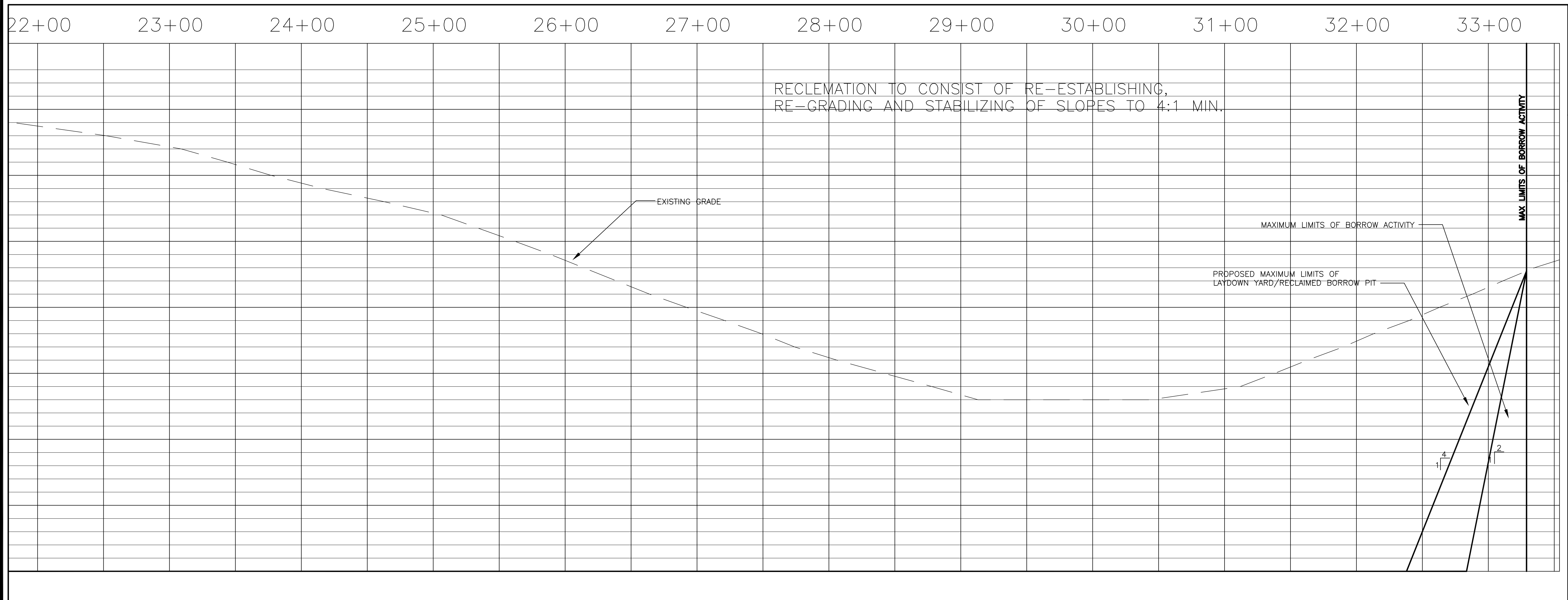
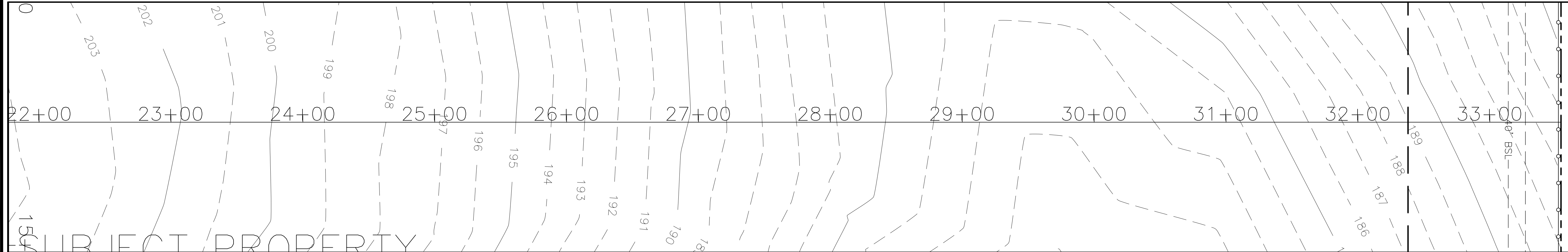
SANTA ROSA **FLORIDA**

DRAWN BY: TGH/ARS
 DESIGNED BY: TGH
 CHECKED BY: TGH
 DATE: 9/6/16
 SCALE: AS SHOWN
 NOT RELEASED FOR CONSTRUCTION
 BY: _____ DATE: _____

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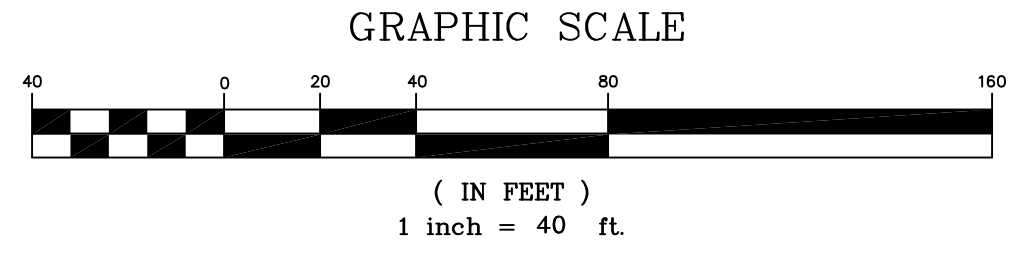
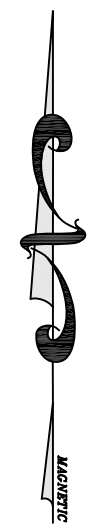
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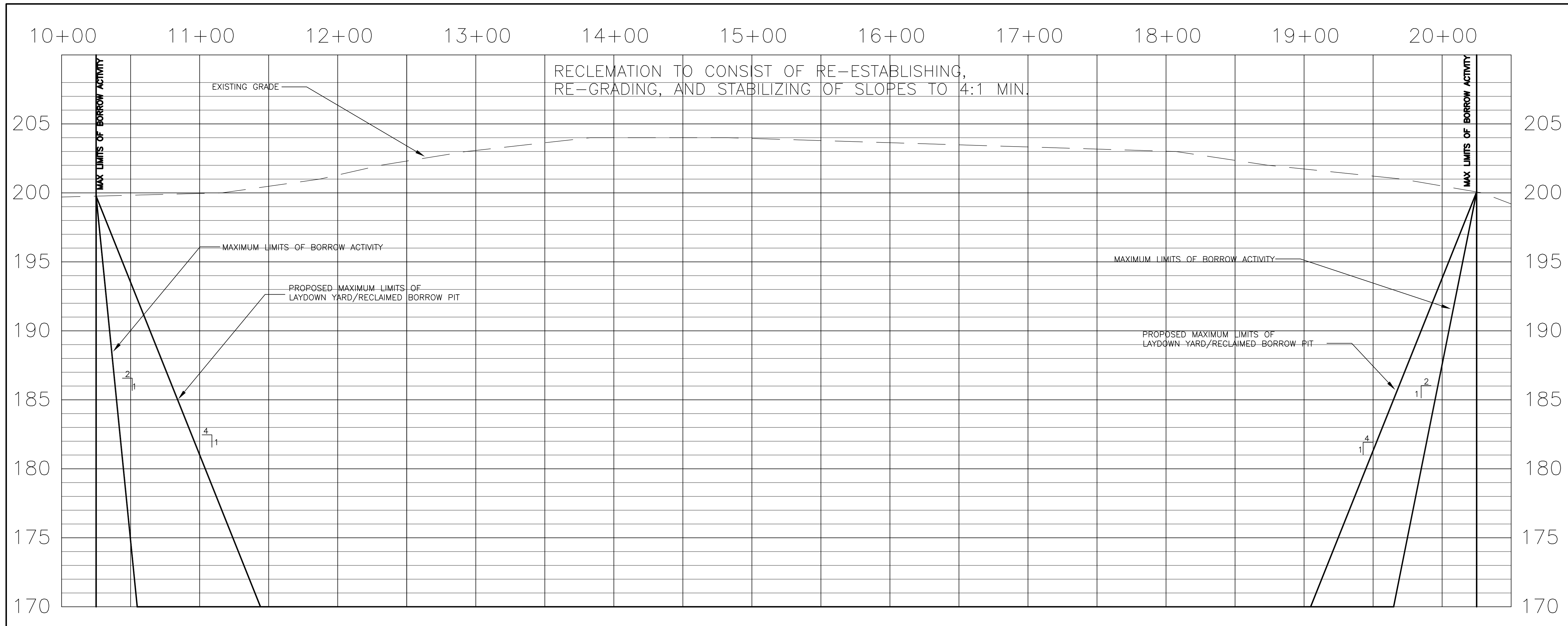
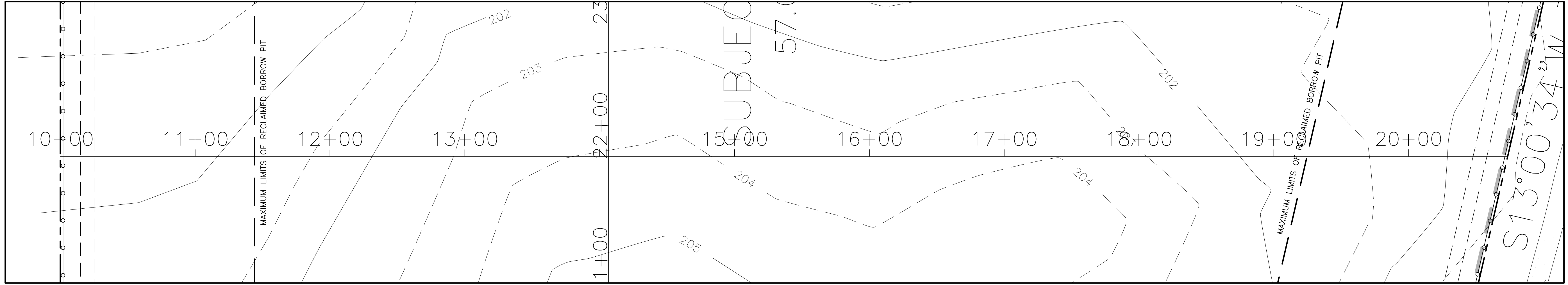
SITE PLAN FOR
BLUE WATER FARMS
BORROW PIT

SANTA ROSA **FLORIDA**

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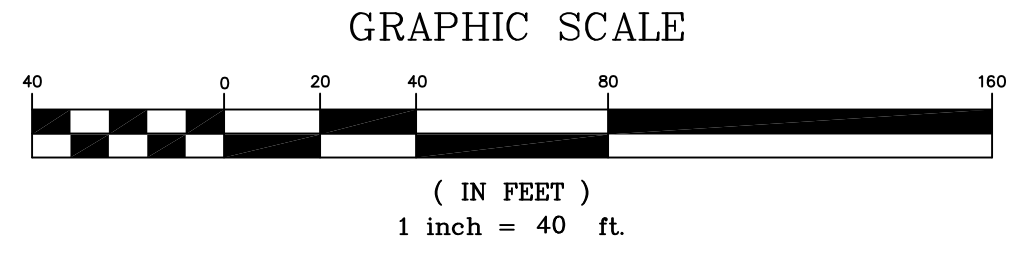
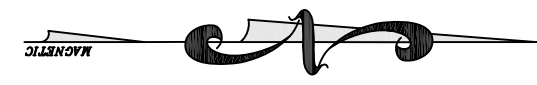
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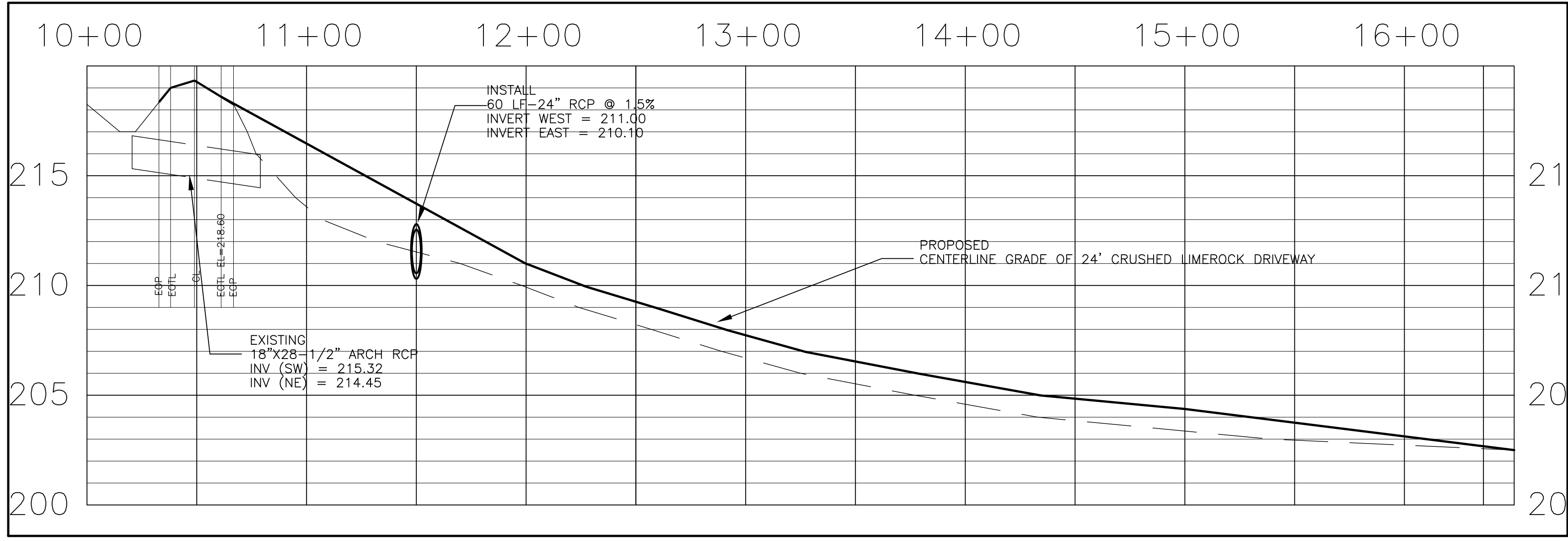
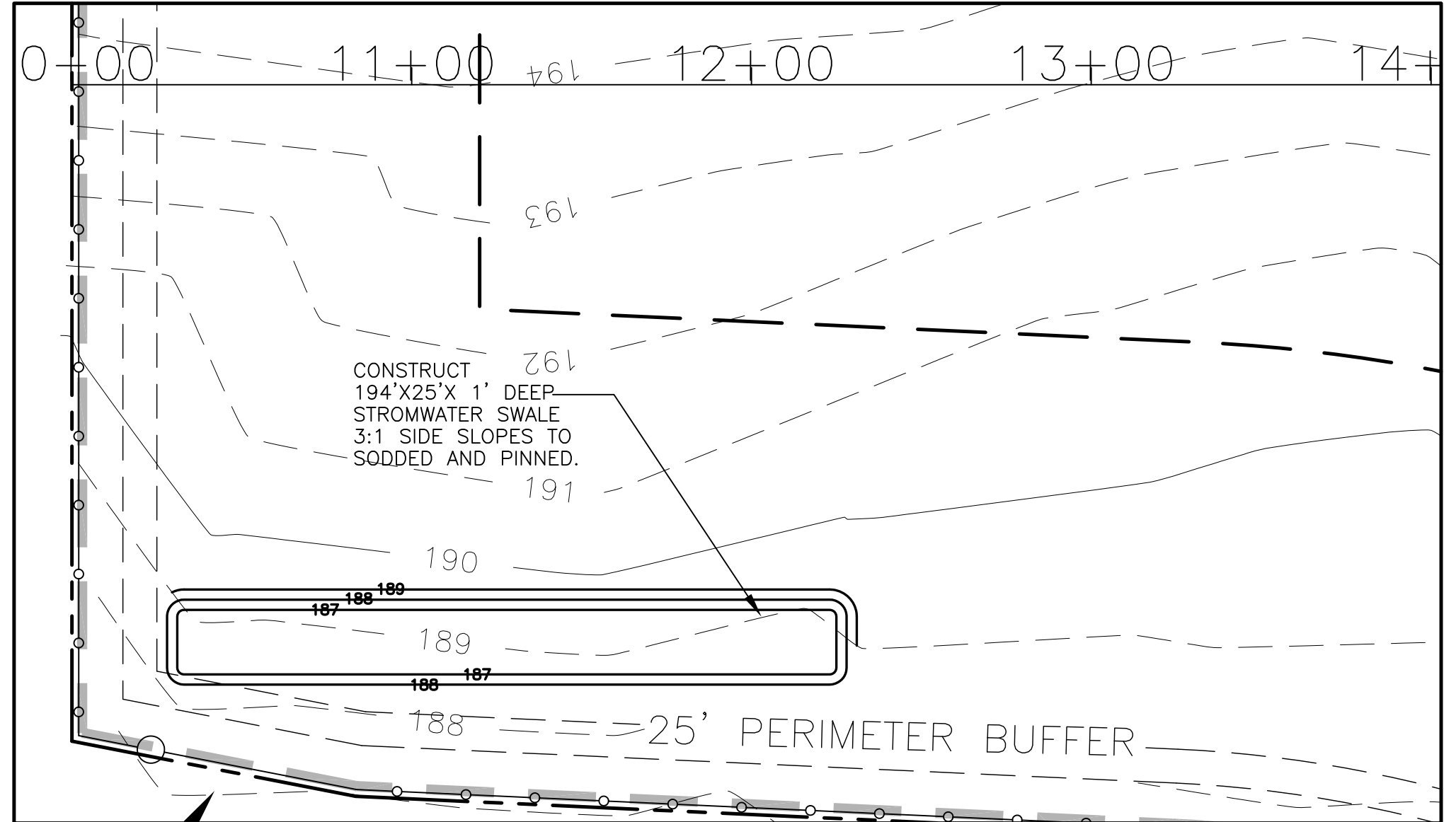
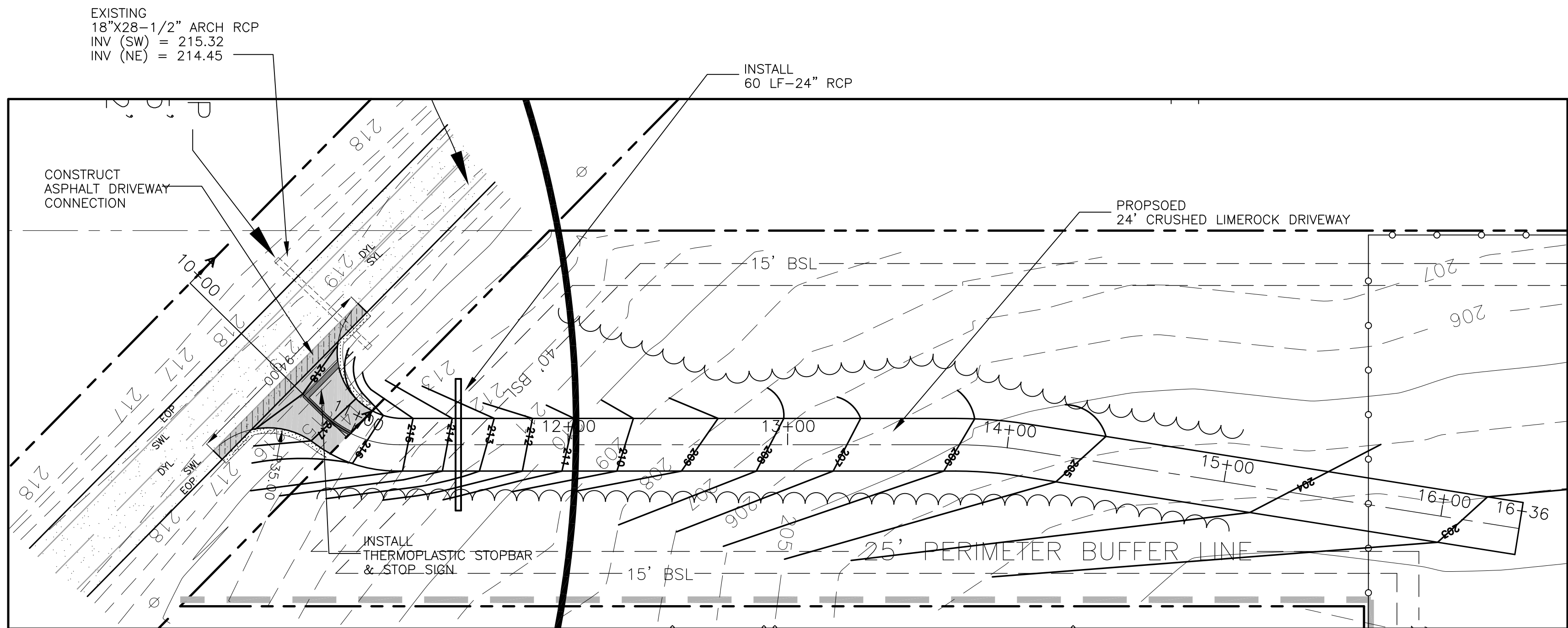
BORROW PIT
 SANTA ROSA FLORIDA

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SITE PLAN FOR
 BLUE WATER FARMS
 BORROW PIT
 SANTA ROSA FLORIDA

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**25' BUFFER FROM
PROPERTY LINE**

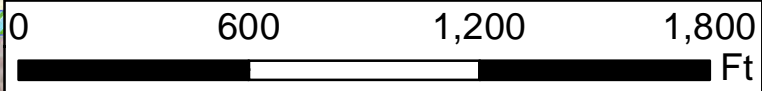
PIT AREA

**WETLAND
250' FROM PIT**




GIBSON RD

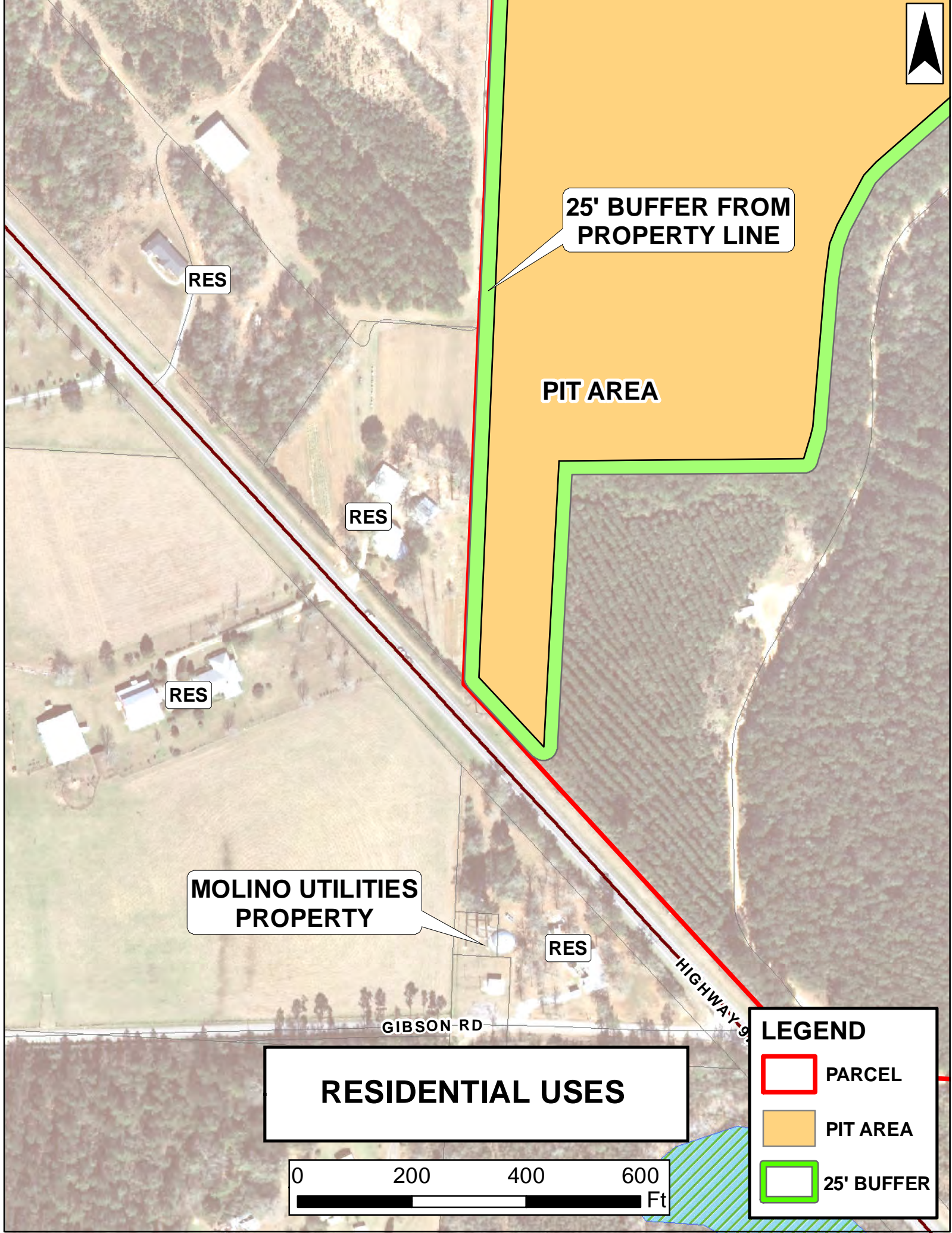
HIGHWAY-97

**PROPOSED PIT
BLUE WATER FARMS**



LEGEND

-  PARCEL
-  PIT AREA
-  25' BUFFER



**25' BUFFER FROM
PROPERTY LINE**

PIT AREA

RES

RES

RES

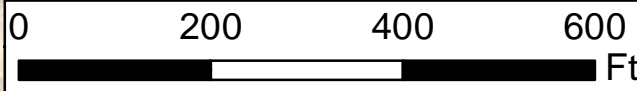
**MOLINO UTILITIES
PROPERTY**

RES

GIBSON RD

HIGHWAY-9

RESIDENTIAL USES

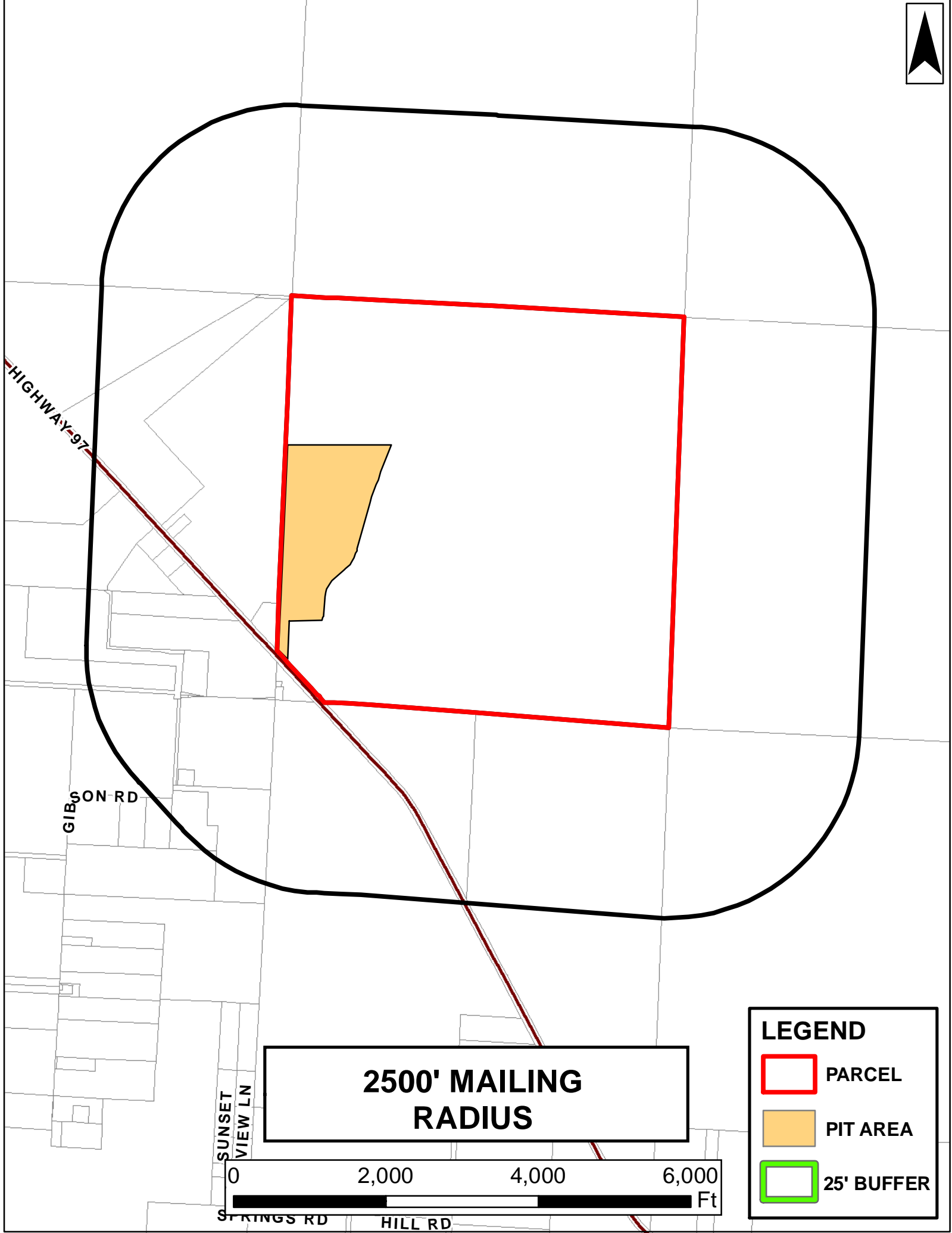


LEGEND

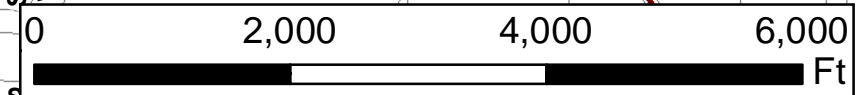
 **PARCEL**

 **PIT AREA**




 **25' BUFFER**



**2500' MAILING
RADIUS**



LEGEND

-  PARCEL
-  PIT AREA
-  25' BUFFER

NOTE: THIS PROJECT LIES WITHIN CLOSE PROXIMITY TO A PROTECTED POTABLE WELLHEAD. CONTRACTORS, TENANTS, ETC. SHALL BE RESPONSIBLE FOR REPORTING SPILLS OF POTENTIALLY HAZARDOUS SUBSTANCES (I.E. GASOLINE, DIESEL FUEL, HYDRAULIC FLUID, CLEANING PRODUCTS, CHEMICALS, ETC.) TO THE APPROPRIATE STATE (FDEP STATE WARNING POINT 1-800-320-0419) AND LOCAL (ESCAMBIA COUNTY HEALTH DEPT./ENVIRONMENTAL HEALTH (850-595-6712) AGENCIES.

NOTE: NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.

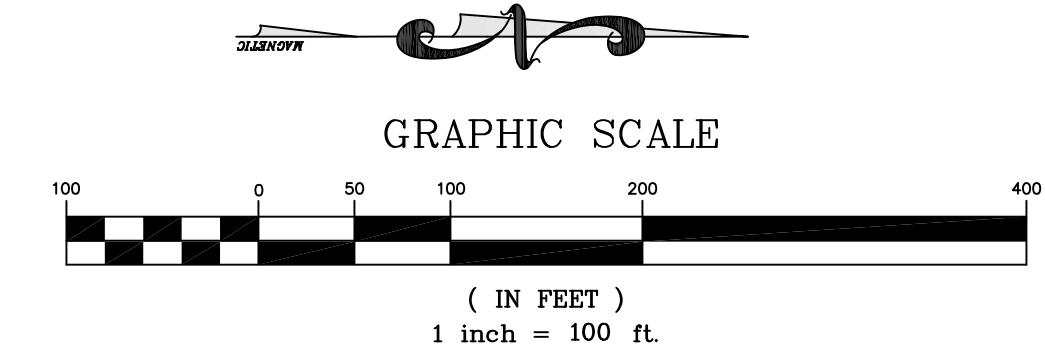
NOTE: HOURS OF OPERATION SHALL BE POSTED ON THE GATE. HOURS OF OPERATION ARE LIMITED TO 6 AM TO 6 PM MONDAY THRU FRIDAY AND 8 AM THRU 2 PM SATURDAY.

THE MINING AREA SHALL BE FENCED, GATED AND LOCKED WHEN NOT IN USE.

NO SLOPES STEEPER THAN 2:1 ARE PERMITTED

NO TRESPASSING SIGNS SHALL BE PLACED ALONG FENCE EVERY 250'.

TOTAL SITE AREA: 2,482,920 sf - 57.00 ac				
IMPERVIOUS and PERVIOUS AREA				
	EXISTING	REMOVE	NEW	NET
BUILDINGS	0 SF	0 SF	0 SF	0 SF
ASPHALT/CONCRETE	0 SF	0 SF	0 SF	0 SF
TOTAL IMPERVIOUS AREA	0 SF	0 SF	0 SF	0 SF
GRAVEL/ROCK	0 SF	0 SF	12,898 SF	12,898 SF
LANDSCAPE AREA	2,482,920 SF	0 SF	0 SF	2,470,022 SF
PERCENTAGE OF LANDSCAPE	100%			99.4%
PARKING DATA				
	EXISTING	REMOVE	NEW	NET
NON-HANDICAPPED SPACES	0	0	0	0
HANDICAPPED SPACES	0	0	0	0

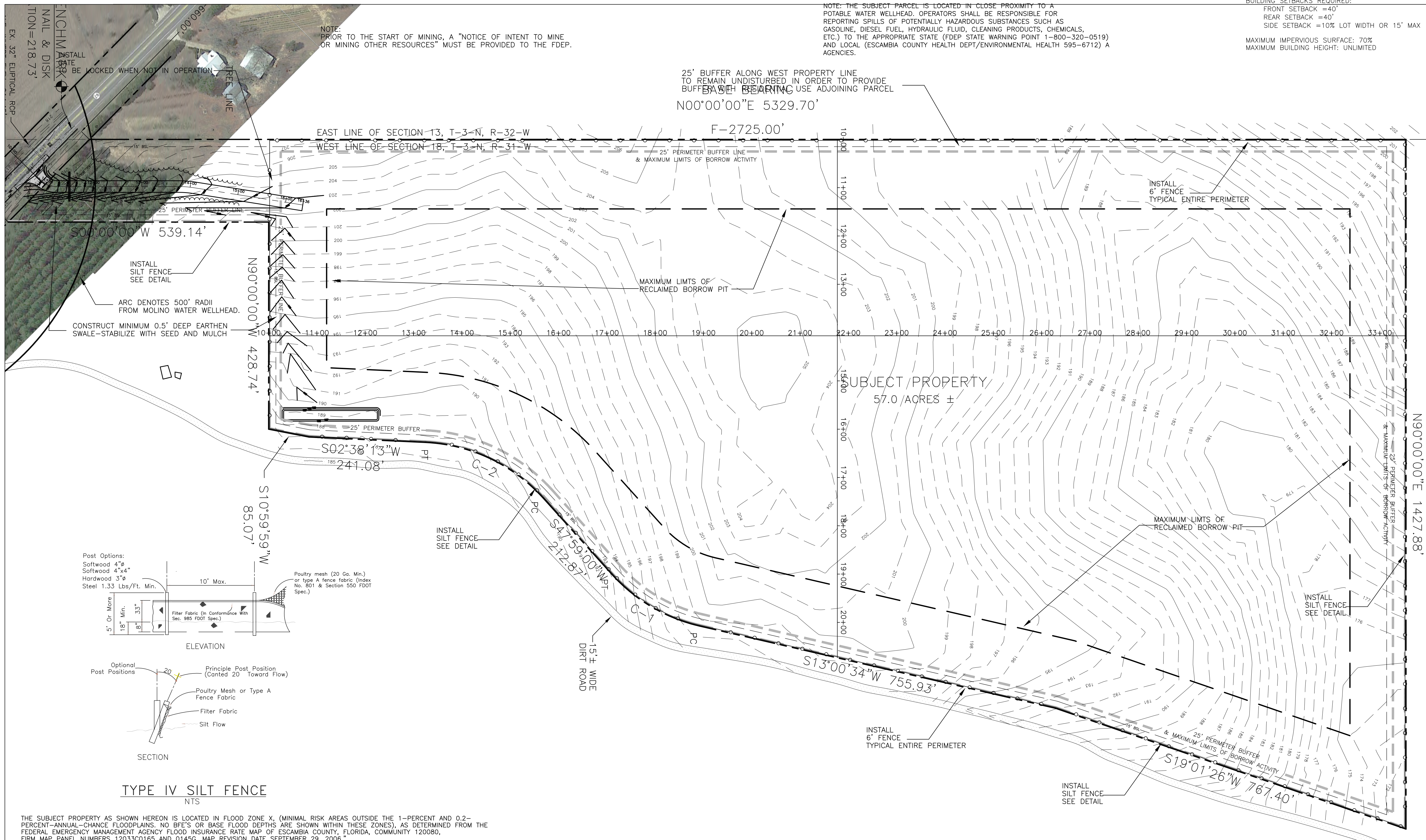


PARCEL ZONING: AGR
 BUILDING SETBACKS REQUIRED:
 FRONT SETBACK = 40'
 REAR SETBACK = 40'
 SIDE SETBACK = 10% LOT WIDTH OR 15' MAX
 MAXIMUM IMPERVIOUS SURFACE: 70%
 MAXIMUM BUILDING HEIGHT: UNLIMITED

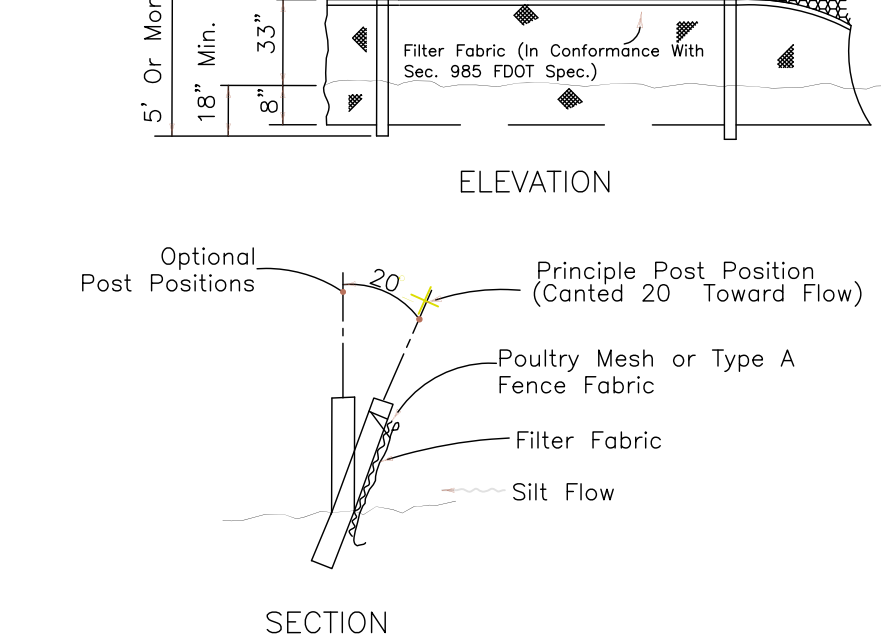
NOTE: THE SUBJECT PARCEL IS LOCATED IN CLOSE PROXIMITY TO A POTABLE WATER WELLHEAD. OPERATORS SHALL BE RESPONSIBLE FOR REPORTING SPILLS OF POTENTIALLY HAZARDOUS SUBSTANCES SUCH AS GASOLINE, DIESEL FUEL, HYDRAULIC FLUID, CLEANING PRODUCTS, CHEMICALS, ETC.) TO THE APPROPRIATE STATE (FDEP STATE WARNING POINT 1-800-320-0519) AND LOCAL (ESCAMBIA COUNTY HEALTH DEPT./ENVIRONMENTAL HEALTH 595-6712) A AGENCIES.

NOTE: PRIOR TO THE START OF MINING, A "NOTICE OF INTENT TO MINE OR MINING OTHER RESOURCES" MUST BE PROVIDED TO THE FDEP.

25' BUFFER ALONG WEST PROPERTY LINE TO REMAIN UNDISTURBED IN ORDER TO PROVIDE BUFFER BEARING USE ADJOINING PARCEL
 N00°00'00"E 5329.70'



Post Options:
 Softwood 4"x4"
 Softwood 4"x4"
 Hardwood 3"x6"
 Steel 1.33 Lbs/Ft. Min.



TYPE IV SILT FENCE
 NTS

THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND 0.2-PERCENT ANNUAL-CHANCE FLOODPLAINS. NO BFE'S OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBERS 12033C0165 AND 0145G, MAP REVISION DATE SEPTEMBER 29, 2006."

NO.	DATE	REVISIONS
1	10/3/16	REVISED PER COUNTY COMMENTS
2	10/19/16	REVISED PER INPWMD

HAMMOND ENGINEERING, INC.
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SITE PLAN FOR
BLUE WATER FARMS
BORROW PIT

ESCAMBIA COUNTY
FLORIDA

DRAWN BY: TGH/ARS
 DESIGNED BY: TGH
 CHECKED BY: TGH
 DATE: 9/6/16
 SCALE: AS SHOWN
 NOT RELEASED FOR CONSTRUCTION
 BY: DATE:

PROJECT NO: 16-036
 SHEET: C-2



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11342

Growth Management Report 14. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 11/17/2016

Issue: 5:47 p.m. - Cancel the Public Hearing Concerning the Review of an Operational Permit for a Vegetative/Yard Trash Recycling Facility- Eager Beaver

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - Cancellation of A Public Hearing Concerning the Review of an Operational Permit for a Vegetative/Yard Trash Recycling Facility - Eager Beaver

That the Board of County Commissioners (BCC) cancel the 5:47 p.m. Public Hearing scheduled to review and approve, modify, or deny the issuance of a recycling permit for a vegetation/yard trash recycling facility, located at 2170 Longleaf Drive, owned by Eager Beaver, LLC.

BACKGROUND:

The public hearing was previously consented on November 3, 2016, and advertised on November 2, 2016, for the November 17, 2016, BCC Meeting. At the November 3, 2016, BCC Meeting, the Commissioners voted to move the public hearing to December 8, 2016 BCC meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11337 **Growth Management Report** **14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 11/17/2016
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

December 8, 2016

A. 5:49 p.m. - A Public Hearing - Operational Permit: Recycling Permit for a Concrete Recycling Facility - J. Miller Construction Recycling Facility

B. 5:50 p.m. - A Public Hearing - Operational Permit: Recycling Permit for a Vegetative/Yard Trash Recycling Facility - Eager Beaver

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11324

County Administrator's Report 14. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2016

Issue: Disposition of Property

From: Shawn Fletcher, IT Director

Organization: Information Technology

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 eight 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

Request for disposition 3

Request for disposition 4

Request for disposition 5

Request for disposition 6


Request for disposition 7

Request for disposition 8

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 11/03/16
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50621	Dell desktop computer	C64T311	GX240	2002	Obsolete/Bad
Y	51987	Dell desktop computer	DXJ6T21	GX260	2003	Obsolete/Bad
Y	52979	Dell desktop computer	CT2CQ41	GX270	2004	Obsolete/Bad
Y	52851	Dell desktop computer	B0YLB41	SX270	2004	Obsolete/Bad
Y	54109	Dell desktop computer	HV83181	SX280	2005	Obsolete/Bad
Y	54552	Dell desktop computer	7MW8N81	SX208	2005	Obsolete/Bad


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 11/03/16 Information Technology Technician Signature: 

Date: 11/03/16
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners
 Meeting Date: 11/17/161

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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 11/03/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54565	Dell desktop computer	GJW8N81	SX280	2005	Obsolete/Bad
Y	54850	Dell laptop computer	906VQ91	D510	2006	Obsolete/Bad
Y	54761	Dell desktop computer	24T7091	GX620	2006	Obsolete/Bad
Y	54906	Dell desktop computer	8C82Z91	GX620	2006	Obsolete/Bad
Y	54974	Dell desktop computer	2C3G0B1	GX620	2006	Obsolete/Bad
Y	55465	Dell desktop computer	D68PZB1	GX620	2006	Obsolete/Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 11/03/16 Information Technology Technician Signature: 

Date: 11/03/16
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 11/17/16

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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 11/03/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55545	Dell desktop computer	88MW6C1	GX620	2006	Obsolete/Bad
Y	55571	Dell desktop computer	1L1N9C1	GX620	2006	Obsolete/Bad
Y	55474	Dell desktop computer	BV1Y2C1	Precision 390	2007	Obsolete/Bad
Y	55475	Dell desktop computer	9V1Y2C1	Precision 390	2007	Obsolete/Bad
Y	56443	Dell desktop computer	B8N37D1	Optiplex 320	2007	Obsolete/Bad
Y	55842	Dell desktop computer	73XZSC1	Optiplex 745	2007	Obsolete/Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 11/03/16 Information Technology Technician Signature: 

Date: 11/03/16
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 11/17/16

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 _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 11/03/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55962	Dell desktop computer	FZCL1D1	Optiplex 745	2007	Obsolete/Bad
Y	56390	Dell desktop computer	3NW9CD1	Optiplex 745	2007	Obsolete/Bad
Y	56756	Dell desktop computer	913NVD1	Optiplex 745	2007	Obsolete/Bad
Y	56016	Dell desktop computer	7HBX4D1	Optiplex 745	2007	Obsolete/Bad
Y	55577	Dell desktop computer	1JKM9C1	GX620	2007	Obsolete/Bad
Y	55581	Dell desktop computer	9KJM9C1	GX620	2007	Obsolete/Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

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

Computer is Ready for Disposition

Date: 11/03/16 Information Technology Technician Signature: 

Date: 11/03/16
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 11/17/161

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 _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 11/03/16
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56998	Dell desktop computer	54JPGF1	Optiplex 755	2008	Obsolete/Bad
Y	56999	Dell desktop computer	84JPGF1	Optiplex 755	2008	Obsolete/Bad
Y	57069	Dell desktop computer	67JNSF1	Optiplex 755	2008	Obsolete/Bad
Y	57220	Dell desktop computer	5BC6VF1	Optiplex 755	2008	Obsolete/Bad
Y	58383	Dell desktop computer	8VPBDK1	Optiplex 760	2009	Obsolete/Bad
Y	58389	Dell desktop computer	8W97DK1	Optiplex 760	2009	Obsolete/Bad


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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 Dispose-Bad Condition-Send for recycling-Unusable

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ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 11/03/16
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58392	Dell desktop computer	8VP6DK1	Optiplex 760	2009	Obsolete/Bad
Y	58394	Dell desktop computer	8W7DDK1	Optiplex 760	2009	Obsolete/Bad
Y	57075	Infoblox 1050	1007200803000021	IB-1050-DNS-K-01	2008	Obsolete/Bad
Y	56454	Dell desktop computer	7N2JJD1	Optiplex 745	2007	Obsolete/Bad
Y	56455	Dell desktop computer	6N2JJD1	Optiplex 745	2007	Obsolete/Bad
Y	56751	Dell desktop computer	GVL2SD1	Optiplex 745	2007	Obsolete/Bad


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

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Property Custodian (Signature):  Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56814	Dell desktop computer	4T5VZD1	Optiplex 745	2007	Obsolete/Bad
Y	57880	Dell desktop computer	B9L0DH1	Optiplex 755	2008	Obsolete/Bad
Y	55574	Dell desktop computer	6DC7BC1	Optiplex 745	2006	Obsolete/Bad
Y	55840	Dell desktop computer	81XZSC1	Optiplex 745	2007	Obsolete/Bad
Y	58503	Dell laptop computer	BGX8TL1	E5400	2010	Obsolete/Bad
Y	54638	Cisco network switch	CAT0939R14B	Catalyst 3750	2010	Obsolete/Bad

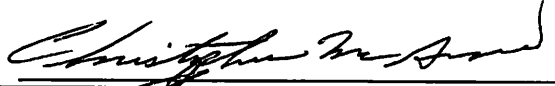
Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
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Computer is Ready for Disposition

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TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55637	Cisco network switch	CAT1043RJ45	Catalyst 3750	2007	Obsolete/Bad
Y	56777	Dell laptop computer	21MWVD1	D520	2007	Obsolete/Bad
Y	57801	Longitude Tablet	SY7041603166	713R	2008	Obsolete/Bad

Disposal Comments: _____


INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

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 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11325

County Administrator's Report 14. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2016

Issue: The Cyber Hygiene Authorization Agreement

From: Shawn Fletcher, IT Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cyber Hygiene Authorization Agreement with the Department of Homeland Security - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the County Network Security with the National Cybersecurity and Communications Integration Center:

A. Authorize the National Cybersecurity and Communications Integration Center of the U.S. Department of Homeland Security (DHS) to conduct continuous Vulnerability Scanning and Hygiene Monitoring of the Escambia County Board of County Commissioners' publicly accessible cyber assets, networks, and systems;

B. Approve and authorize the Chairman to execute the Cyber Hygiene Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems between the U.S. Department of Homeland Security and the Escambia County Board of County Commissioners.

[Funding: There is no cost to the County for this service]

BACKGROUND:

The Cyber Hygiene Authorization is to Conduct Continuous Scans of Public-Facing Networks and Systems. This will provide a baseline for where the Escambia County Board of County Commissioners network security is at this point in time. The Escambia County Board County Commissioners network contains data that needs and requires more security. Partnering with DHS's National Cybersecurity and Communications Integration Center will assist in providing the information and audit that is needed to make the Escambia County Board of County Commissioners network more secure.

The goals of this agreement are to obtain more security related information about the

Escambia County Board County Commissioner network and to form a partnership with the National Cybersecurity and Communications Integration Center.

BUDGETARY IMPACT:

There will be no direct budgetary impact from the audit.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Cyber Hygiene Authorization Agreement has been approved as to form and Legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Information Technology Department will be responsible for the implementation.

Attachments

SampleReport

Cyber Hygiene Authorization Agreement

Cyber Hygiene Assessment

Sample Organization

September 19, 2016



Homeland
Security

National Cybersecurity and
Communications Integration Center

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1 How To Use This Report

Welcome to your Cyber Hygiene (CyHy) report. This document aims to be a comprehensive weekly snapshot of known vulnerabilities detected on Internet-facing hosts for Sample Organization (SAMPLE).

You may wonder what you're supposed to do with all this information. While it's not our intent to prescribe to you a particular process for remediating vulnerabilities, we hope you'll use this report to strengthen your security posture. Here's a basic flow:

1. Review the Cyber Hygiene Report Card for a high-level overview. This section gives a quick comparison of the problems we find week to week.
2. See Appendix A: Vulnerability Summary for a list of unique vulnerabilities across all the systems we detect problems with. Appendix C: Detailed Findings and Recommended Mitigations by Vulnerability provides more information about each vulnerability and all the hosts that we detect are susceptible to a given vulnerability. You should focus on those vulnerabilities rated with the greatest severity, as well as those that impact your high-value assets, but don't ignore the medium or low vulnerabilities. Recognize that a vulnerability's rating tends to get worse with time.
3. If this report is not your first, review Appendix B: Vulnerability Changes Since Last Report for a breakdown of all the changes we detected in your scope in the last week.
4. If you've patched a vulnerability since your last report, verify it's listed here. If it's not present, there may still be an issue. It may also be possible that the fix was done after our latest scan, which was on September 19, 2016.
5. For additional analysis, see Appendix G: Attachments, which provides Comma-Separated Values (CSV) files for all findings, services, hosts, and the scope that we scan.

You should be aware that Cyber Hygiene does not scan your entire scope every week, but does attempt to scan every host each week. For an explanation of how CyHy works, see the Methodology section.

As you review the report, you may have additional questions. Check out the answers we provide in the Frequently Asked Questions section. If you have any additional questions, email us at ncats_info@hq.dhs.gov.

CYBER HYGIENE REPORT CARD

HIGH LEVEL FINDINGS

ADDRESSES OWNED

3,798,272 ↔

no change

ADDRESSES SCANNED

3,798,272 ↔

no change

100% of addresses scanned

LATEST SCANS

Addresses: June 19, 2016 – September 20, 2016

Vulnerabilities: September 13, 2016 – September 20, 2016

HOSTS

3,200 ↓

189 decrease

VULNERABLE HOSTS

576 ↑

96 increase

18% of hosts vulnerable

VULNERABILITIES

1,063 ↑

205 increase

SERVICES

247,576 ↑

2,278 increase

VULNERABILITIES

CRITICAL

4 ↑

0 resolved

3 new

HIGH

10 ↑

3 resolved

7 new

MEDIUM

798 ↑

192 resolved

406 new

LOW

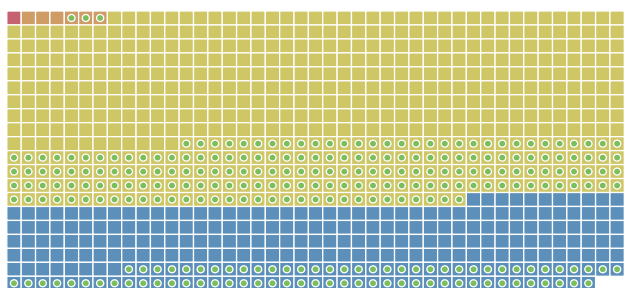
251 ↓

76 resolved

60 new

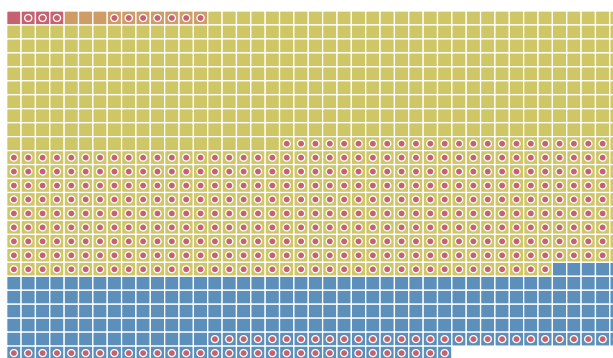
PREVIOUS REPORT

● resolved



CURRENT REPORT

● new



VULNERABILITY RESPONSE TIME (since September 20, 2015)

	CRITICAL		HIGH		MEDIUM		LOW	
	Median	Maximum	Median	Maximum	Median	Maximum	Median	Maximum
DAYS TO MITIGATE	5	132	8	711	45	1,383	113	1,160
DAYS CURRENTLY ACTIVE	11	24	3	244	15	1,391	106	1,059

3 Executive Summary

This report provides the results of a Department of Homeland Security (DHS) / National Cybersecurity Assessments and Technical Services (NCATS) CyHy assessment of SAMPLE conducted from June 21, 2016 at 02:48 UTC through September 19, 2016 at 05:59 UTC. The Cyber Hygiene assessment includes network mapping and vulnerability scanning for Internet-accessible SAMPLE hosts. This report is intended to provide SAMPLE with enhanced understanding of their cyber posture and to promote a secure and resilient Information Technology (IT) infrastructure across SAMPLE’s Internet-accessible networks and hosts.

For this reporting period, a total of 3,200 hosts were identified out of the 3,798,272 addresses provided to NCATS. The scanning revealed 1,063 total potential vulnerabilities on 576 vulnerable hosts, 18% of all SAMPLE hosts. 64,296 distinct open ports, 160 distinct services, and 258 operating systems were detected.

65 distinct types of potential vulnerabilities (2 critical, 6 high, 45 medium, and 12 low) were detected, as shown in Table 1. The vulnerabilities that were detected most-frequently on SAMPLE hosts are displayed in Figure 1.

SAMPLE should review the vulnerabilities detected and report any false positives back to NCATS so they can be excluded from future reports. Please refer to Appendix A: Vulnerability Summary for an illustration of the breakdown of vulnerability occurrences over time.

Severity	Distinct Vulnerabilities	Total Vulnerabilities
Critical	3%	2
High	9%	6
Medium	69%	45
Low	18%	12
Total	65	1,063

Table 1: Number of Vulnerabilities by Severity Level

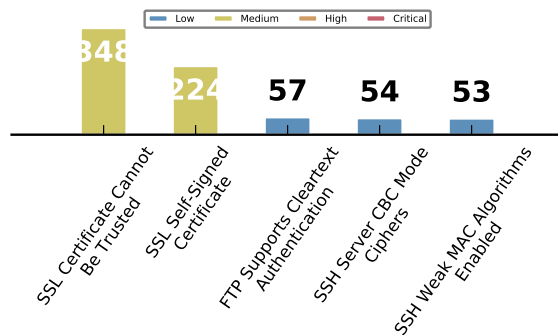


Figure 1: Top Vulnerabilities by Occurrence

Additionally, the top high-risk hosts and top risk based vulnerabilities are displayed in Figure 2 and Figure 3. For more information about these risk calculations, refer to Table 8: Risk Rating System.

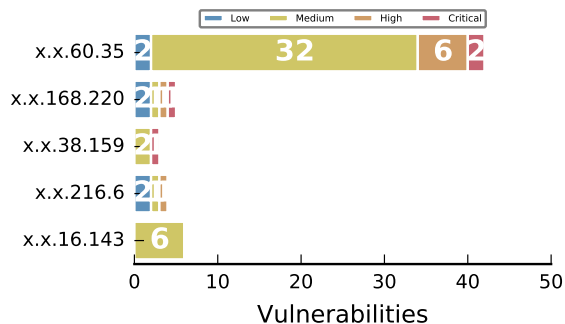


Figure 2: Top High-Risk Hosts

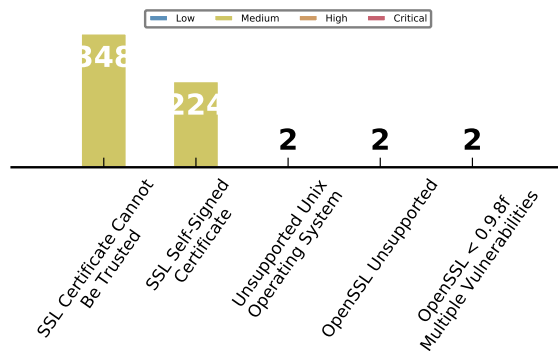


Figure 3: Top Risk Based Vulnerabilities

The most-frequently-detected operating systems and services for SAMPLE are displayed in Table 2 and Table 3 respectively.

Operating System	Detections	
unknown	94.1%	256,924
Avaya P580 switch running Cajun Switch Agent v5.4.2	2.6%	7,223
Dell Remote Access Controller 4/I	0.6%	1,580
Check Point NGX R65 firewall (IPSO 4.2)	0.2%	568
Cisco Wireless LAN controller	0.2%	553
Other	2.2%	6,114

Table 2: Top Operating Systems Detected

Service	Detections	
zenginkyo-2	0.0%	1
unidata-ldm	0.0%	1
xmpp-server	0.0%	1
mpm-flags	0.0%	1
imap-proxy	0.0%	1
Other	100.0%	247,254

Table 3: Top Services Detected

The next two figures illustrate how quickly SAMPLE responds to vulnerabilities that have been identified. Figure 4 shows how long it has taken SAMPLE to mitigate vulnerabilities of each severity level (for vulnerabilities mitigated since September 20, 2015), while Figure 5 shows the median ages of current active vulnerabilities. Vulnerability age is based on the initial detection date by CyHy.

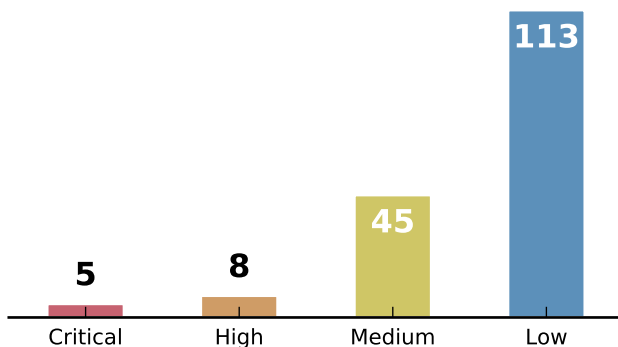


Figure 4: Median Time in Days to Mitigate Vulnerabilities

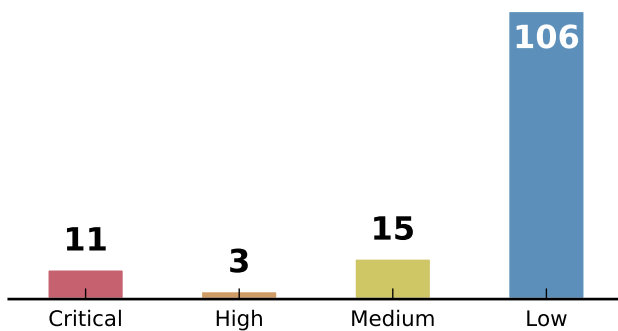


Figure 5: Median Age in Days of Active Vulnerabilities

Figure 6 displays the number of active critical vulnerabilities that were less than 30 days old and more than 30 days old, as of the date indicated on the graph. Vulnerability age is based on the initial detection date by CyHy.

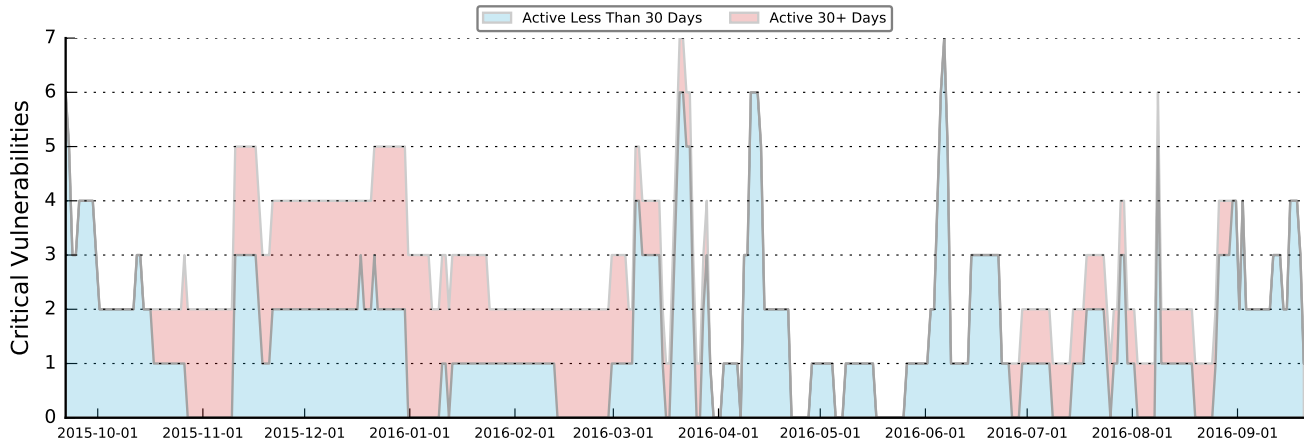


Figure 6: Critical Vulnerability Age Over Time

Figure 7 and Table 4 provide an age breakdown of every currently-active critical vulnerability for SAMPLE.

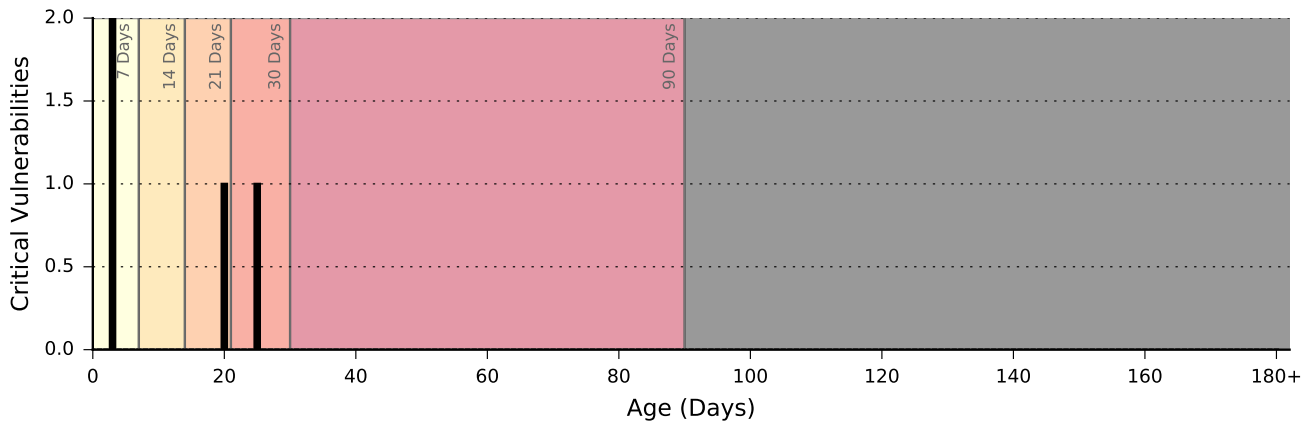


Figure 7: Active Critical Vulnerability Age

	0-7 Days	7-14 Days	14-21 Days	21-30 Days	30-90 Days	90+ Days
Active Critical Vulnerabilities	2	0	1	1	0	0

Table 4: Active Critical Vulnerability Age Summary

4 Sub-Organization Summary

This section shows the key CyHy metrics for each sub-organization within SAMPLE.

Org Name	Addresses		Hosts		Vulnerabilities Detected				Services Detected	Median Days To Mitigate				Median Days Currently Active			
	Owned	Scanned	Detected	Vulnerable	Critical	High	Med	Low		Critical	High	Med	Low	Critical	High	Med	Low
SUB_ORG	73,728	100%	541	1 (0%)	0	0	2	1	935	10	0	276	20	0	0	851	851
SUB_ORG	464,128	100%	278	75 (27%)	0	0	104	42	756	5	8	42	193	0	0	30	80
SUB_ORG	165,888	100%	321	83 (26%)	0	0	41	72	607	4	1	12	361	0	0	192	348
SUB_ORG	287,488	100%	856	177 (21%)	2	4	234	86	218,018	3	9	18	34	22	68	15	66
SUB_ORG	72,704	100%	73	8 (11%)	0	0	9	4	362	0	19	102	230	0	0	39	472
SUB_ORG	472,064	100%	269	12 (4%)	2	6	37	14	2,089	1	10	18	18	3	3	3	9
SUB_ORG	580,608	100%	125	47 (38%)	0	0	83	3	247	6	11	43	382	0	0	17	36
SUB_ORG	334,848	100%	42	5 (12%)	0	0	5	0	122	7	0	39	38	0	0	15	0
SUB_ORG	148,992	100%	149	76 (51%)	0	0	135	13	258	6	4	93	68	0	0	14	470
SUB_ORG	296,960	100%	169	43 (25%)	0	0	74	4	15,137	5	7	110	546	0	0	20	103
SUB_ORG	464,896	100%	280	16 (6%)	0	0	23	1	8,874	11	43	33	95	0	0	43	763
SUB_ORG	7,680	100%	20	0 (0%)	0	0	0	0	27	0	0	83	55	0	0	0	0
SUB_ORG	7,168	100%	2	1 (50%)	0	0	1	0	2	0	0	102	0	0	0	0	0
SUB_ORG	65,792	100%	17	10 (59%)	0	0	18	0	26	0	10	112	533	0	0	17	0
SAMPLE To- tal	3,798,272	100%	3,200	576 (18%)	4	10	798	251	247,576	5	8	45	113	11	3	15	106

5 Methodology

5.1 Background

The NCATS team conducted a Cyber Hygiene assessment of SAMPLE's Internet-facing networks and hosts from June 21, 2016 at 02:48 UTC through September 19, 2016 at 05:59 UTC. This report provides result summaries and detailed findings of the CyHy assessment activity for SAMPLE and its associated sub-organizations. All scan results are included in Appendix G: Attachments as CSV files.

Cyber Hygiene is intended to improve your security posture by proactively identifying and reporting on vulnerabilities and configuration issues present on Internet-facing systems before those vulnerabilities can be exploited.

Cyber Hygiene is a service of NCATS, organized under the DHS National Protection and Programs Directorate (NPPD), Office of Cybersecurity and Communications (CS&C), National Cybersecurity and Communications Integration Center (NCCIC), NCCIC Operations and Integration (NO&I).

DHS began Cyber Hygiene in January 2012 to assess, on a recurring basis, the "health" of unclassified federal civilian networks accessible via the Internet. Since then, the program has grown to provide a persistent scanning service to federal, state, local, tribal, and territorial governments and private sector organizations.

Upon submission of an Acceptance Letter, SAMPLE provided NCATS with their public network address information. SAMPLE and NCATS agreed on any time restrictions which would be imposed on the scanning activity.

5.2 Process

All Cyber Hygiene scanning activity originates from the **64.69.57.0/24** network.

CyHy uses a combination of scanning services for testing:

- Network Mapping
- Vulnerability Scanning

Network Mapping

Using Nmap, we attempt to determine what hosts are available, identify what services (application name and version) those hosts are offering, and what Operating System (OS) versions they are running. We first scan the most-commonly-detected 1,000 Transmission Control Protocol (TCP) ports of the addresses you've submitted to us to get a quick understanding of the active/dark landscape. An address that has a least one port open/listening service is considered a 'host' and is then fully port-scanned (TCP) and included in the vulnerability scan.

If no services are detected in the most common 1,000 ports on a given Internet Protocol (IP) address, that address is labelled 'dark' in CyHy and will be re-scanned after at least 90 days to check for change. Addresses marked dark are not included in the host count of the weekly report. Understand that CyHy is not attempting to make a judgment call about why an address is unresponsive. If there's not a port open, it's not a 'host' in the language of CyHy.

Vulnerability Scanning

Using Nessus, each host is evaluated against a library of vulnerabilities that an Internet-based actor could exploit. Vulnerabilities are reported with a severity of critical, high, medium, or low to facilitate prioritization of remediation efforts. We enable all [Nessus Plugins](https://www.tenable.com/plugins/) [https://www.tenable.com/plugins/] except the ones in the 'Denial of Service' family.

Scanning Frequency

Scanning occurs continuously between each weekly report. All hosts are scanned for vulnerabilities at least once a week; hosts with vulnerabilities are scanned more frequently.

Cyber Hygiene's scan prioritization is as follows:

- Addresses with no running services detected (dark space) are rescanned after at least 90 days.
- Hosts with no vulnerabilities detected are rescanned every 7 days.
- Hosts with low-severity vulnerabilities are rescanned every 6 days.
- Hosts with medium-severity vulnerabilities are rescanned every 4 days.
- Hosts with high-severity vulnerabilities are rescanned every 24 hours.
- Hosts with critical-severity vulnerabilities are rescanned every 12 hours.

You should understand that a single host may have multiple vulnerabilities of varying severity, which impacts the frequency that single host is scanned.

To be clear, it is not the case that we scan your entire address scope for vulnerabilities each week (unless each address you've provided to us has a responsive host). It is the case, though, that each host will get vulnerability scanned at least once per week.

Recurring Vulnerabilities

After you've remediated a vulnerability (and it remains resolved for a period of 90 days), the host's scan priority will drop. This approach allows the NCATS team to focus on the areas of importance and give more attention to the hosts that need it.

Vulnerabilities are assigned an age in order to track timeliness of remediation. Vulnerability age is determined by when it was first detected on a host, not from when it first appeared on a report. As scanning occurs continuously between weekly reports, it is possible to have "new" vulnerabilities appear on a report that are already days old. It is also possible for a vulnerability to fluctuate between being 'detected' and 'not detected' during mid-week scans and then at a future time appear in a report as many days old. If a mitigated vulnerability is re-detected less than 90 days after the date of non-detection, it will be considered to be the same vulnerability with the same 'initial detection date' as previously recorded. If it is re-detected more than 90 days after the date of non-detection, it will be treated as a new vulnerability with a new 'initial detection date'.

Vulnerability Scoring

The Nessus vulnerability scanner references the National Vulnerability Database (NVD) [<https://nvd.nist.gov/>] for its vulnerability information. The NVD provides CVSS scores for many known vulnerabilities. In particular, NVD supports the CVSS version standard for all Common Vulnerabilities and Exposures (CVE) vulnerabilities.

The CVSS is a free and open industry standard for assessing the severity of computer system security vulnerabilities. CVSS attempts to assign severity scores to vulnerabilities, allowing responders to prioritize responses and resources according to threat. The NVD uses severity rankings of "Low," "Medium," and "High" in addition to the numeric CVSS scores, but these qualitative rankings are simply mapped from the numeric CVSS base scores:

- Vulnerabilities are labeled "Low" severity if they have a CVSS base score of 0.0-3.9.
- Vulnerabilities will be labeled "Medium" severity if they have a base CVSS score of 4.0-6.9.
- Vulnerabilities will be labeled "High" severity if they have a CVSS base score of 7.0-10.0.

Nessus has a "critical" rating which it uses for CVSS 10 vulnerabilities. Where the NVD has not provided a CVE severity rating, the Nessus scanner relies on its own rankings.

What's In The Report?

Though Cyber Hygiene initiates multiple scans between reports, *only the latest scan data for each host is used to determine current vulnerability*. This is the data that appears in the main body of the report and in Appendix A: Vulnerability Summary, Appendix B.2: New Vulnerabilities Detected and Appendix B.3: Re-Detected (Previously-Mitigated) Vulnerabilities.

If a vulnerability was detected since that last report (e.g., it wasn't in the previous report's findings, though CyHy saw it mid-week) but it was not in the latest scan, we include it in Appendix B.4: Recently-Detected Vulnerabilities.

If a vulnerability that was previously reported to you is no longer detected by the latest scan, the vulnerability and host will be listed in Appendix B.1: Mitigated Vulnerabilities.

We encourage you to validate the status of vulnerabilities in both Appendix B.1: Mitigated Vulnerabilities and Appendix B.4: Recently-Detected Vulnerabilities against your change control register. This will help to ensure that the vulnerability we detected has actually been remediated and is not simply unresponsive to our scans.

6 Approximate Host Locations

The map below shows the approximate locations of detected hosts as listed in a geo-location database. This map is provided as a tool to identify hosts that may have been mistakenly added in to, or removed from scope. The map is scaled to include all known SAMPLE host locations.

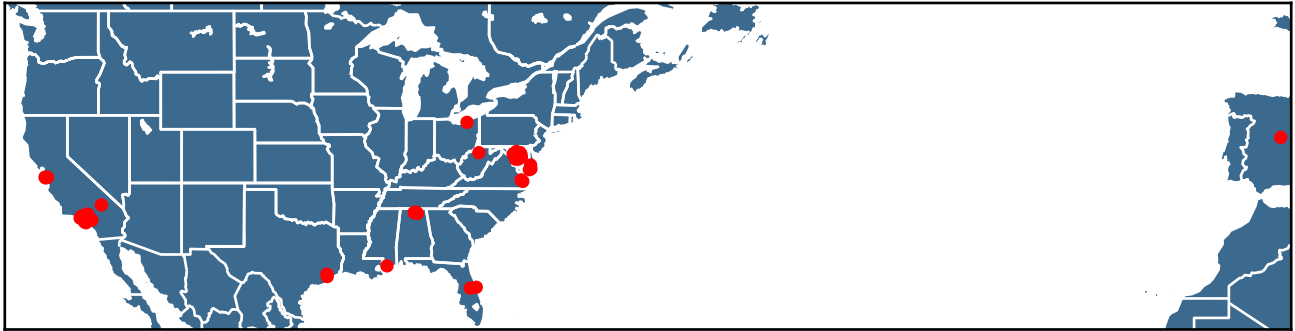


Figure 8: Approximate Host Locations

7 Vulnerability Scan Results

For this period, CyHy detected 1,063 occurrences of 65 distinct vulnerabilities (4 critical, 10 high, 798 medium, and 251 low). SAMPLE should review the vulnerabilities detected and report any false positives back to NCATS so these can be excluded from future reports (see the Frequently Asked Questions section for more about false positives).

The scanning detected 576 vulnerable hosts — 548 hosts with one to five vulnerabilities were identified; 2 hosts had between six and nine vulnerabilities; 1 hosts had ten or more vulnerabilities identified.

Severity	Distinct Vulnerabilities	Total Vulnerabilities
Critical	3%	4
High	9%	10
Medium	69%	798
Low	18%	251
Total	65	1,063

Table 5: Number of Vulnerabilities by Severity Level

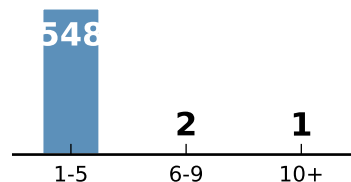


Figure 9: Vulnerability Count per Host

The CVSS scores for all active vulnerabilities can be found in Figure 10.

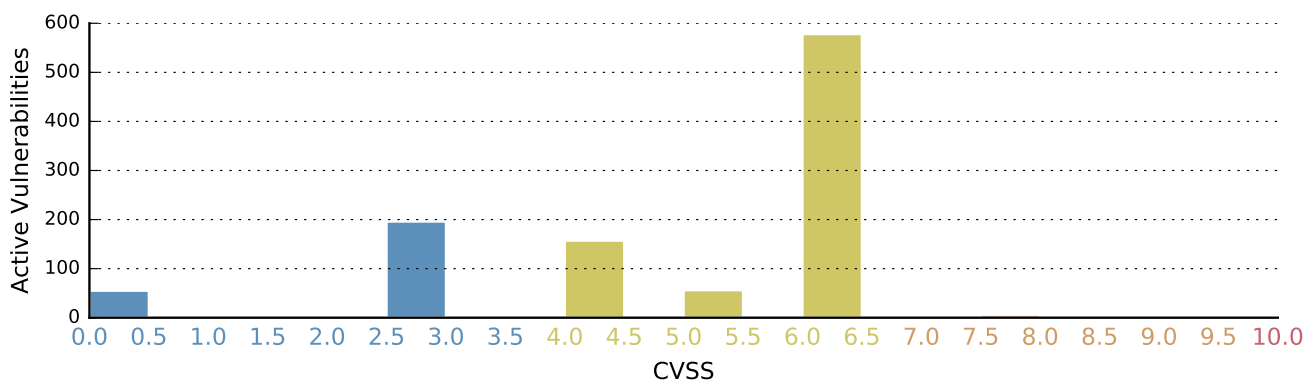


Figure 10: CVSS Histogram for Active Vulnerabilities

The top vulnerabilities according to CVSS score are represented in Table 6.

Vulnerability Name	Severity	Hosts	CVSS Score
OpenSSL Unsupported	Critical	2	10.0
Unsupported Unix Operating System	Critical	2	10.0
OpenSSL < 0.9.8f Multiple Vulnerabilities	High	2	9.3
OpenSSH MaxAuthTries Bypass	High	2	8.5
OpenSSL < 0.9.8p / 1.0.0b Buffer Overflow	High	2	7.6
OpenSSL < 0.9.8w ASN.1 asn1_d2i_read_bio Memory Corruption	High	2	7.5
Apple Mac OS X Find-By-Content .DS_Store Web Directory Listing	High	1	7.5
SSH Protocol Version 1 Session Key Retrieval	High	1	7.5
OpenSSL 0.9.8 < 0.9.8x DTLS CBC Denial of Service	Medium	2	6.8
Apache Tomcat Servlet / JSP Container Default Files	Medium	1	6.8

Table 6: Top Vulnerabilities by CVSS

A complete list of distinct vulnerabilities detected, including severity level and number of hosts having the vulnerability can be found in Appendix A: Vulnerability Summary. Full details on every detected vulnerability can be found in Appendix C: Detailed Findings and Recommended Mitigations by Vulnerability. Every critical and high finding detected, along with the hosts that have these findings, are listed in Appendix D: Critical and High Vulnerability Mitigations by IP Address.

The top high-risk hosts are identified in Table 7 by combining the total number of vulnerabilities, the severity of the vulnerabilities, and a weighted CVSS score for vulnerabilities detected. For more information on the formula, please refer to Table 8: Risk Rating System.

IP Address	Critical	High	Medium	Low	Total
x.x.60.35	2	6	32	2	42
x.x.168.220	1	1	1	2	5
x.x.38.159	1	0	2	0	3
x.x.216.6	0	1	1	2	4
x.x.16.143	0	0	6	0	6
x.x.165.31	0	0	4	0	4
x.x.186.57	0	0	4	0	4
x.x.20.21	0	1	0	2	3
x.x.179.41	0	1	0	0	1
x.x.64.54	0	0	3	0	3

Table 7: Top Hosts by Weighted Risk

The Risk Rating System (RRS) emphasizes higher-rated CVSS scores to ensure that hosts with a large number of lower-risk vulnerabilities do not outweigh hosts with a smaller number of high-risk vulnerabilities, while ensuring that hosts with an extreme number of low-risk vulnerabilities are not overshadowed by hosts with a single higher-risk issue. The RRS also ensures that hosts with a significant number of high-risk vulnerabilities will not be overshadowed by a host with only a single critical vulnerability.

Table 8 illustrates the base and weighted CVSS scores and shows the equivalent number of lower-risk vulnerabilities to weigh evenly with a single critical (CVSS score of 10) vulnerability.

Base CVSS Score	Weighted CVSS Score	Equivalent to CVSS Score 10
1.0	1×10^{-06}	10,000,000.0
2.0	0.000,128	78,125.0
3.0	0.002,187	4,572.47
4.0	0.016,384	610.35
5.0	0.078,125	128.0
6.0	0.279,936	35.72
7.0	0.823,543	12.14
8.0	2.097,152	4.77
9.0	4.782,969	2.09
10.0	10.0	1.0

Table 8: Risk Rating System

As an example, a host having 400 vulnerabilities with a base CVSS score of 1.0 would get a weighted RRS score of 4×10^{-04} , which is considered lower-risk than a host with a single critical vulnerability (RRS score of 10.0). Similarly, a host having 4 vulnerabilities with a base CVSS score of 8 would get a RRS score of 8.39 and still be considered a lower risk than a host with a single critical vulnerability (RRS score of 10.0).

8 Results Trending

To help decision-makers, this section provides a comparison of the current data against similar CyHy scans conducted over time.

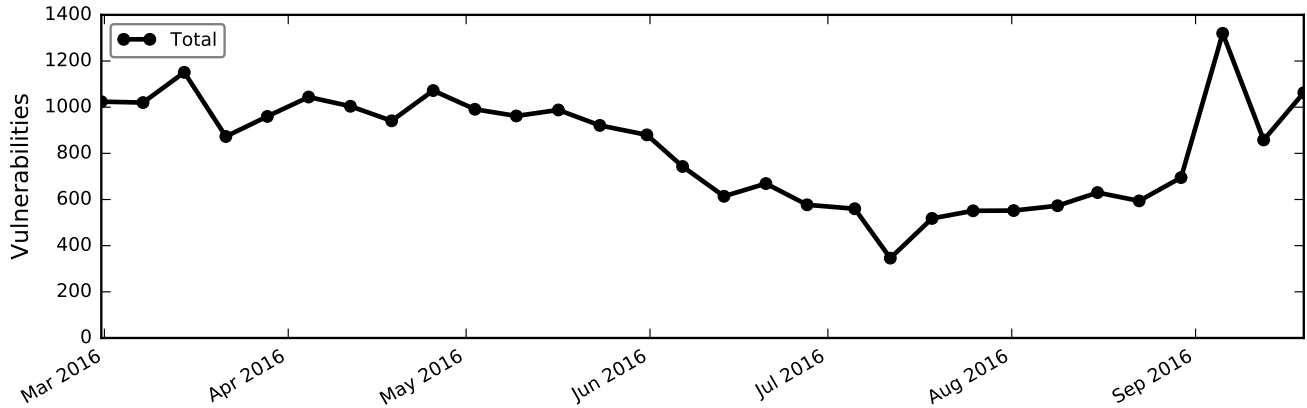


Figure 11: Total Active Vulnerabilities Over Time

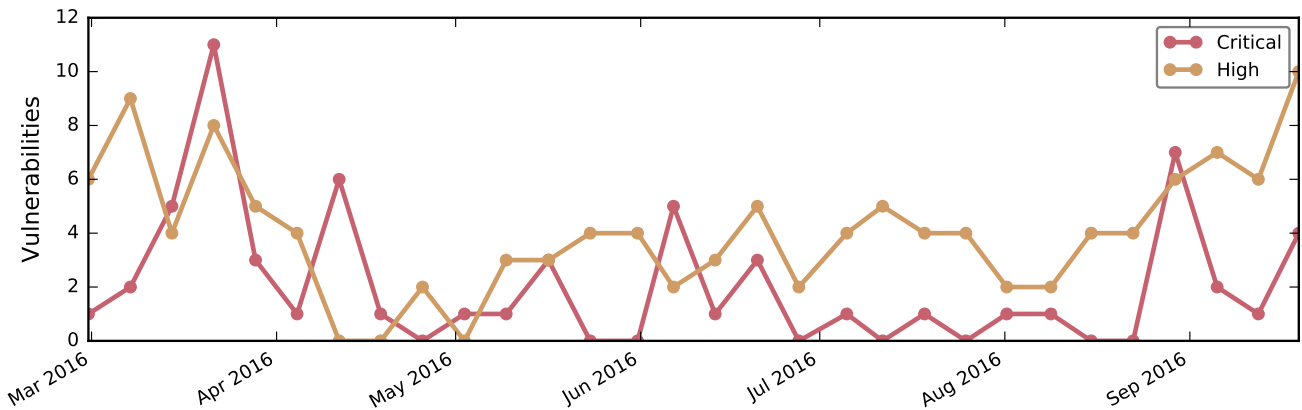


Figure 12: Active Critical and High Vulnerabilities Over Time

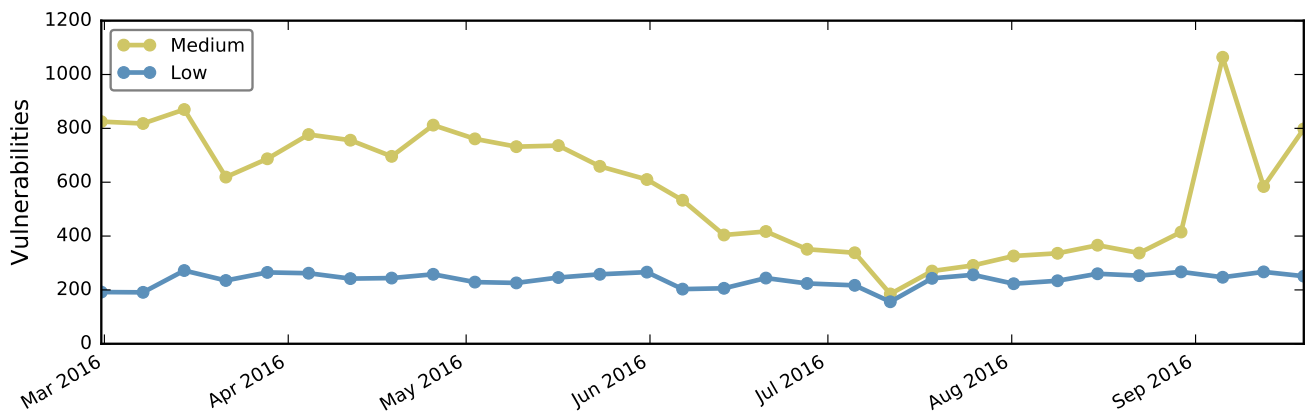


Figure 13: Active Medium and Low Vulnerabilities Over Time

SAMPLE vulnerability profile over time, reporting on the total hosts detected, number of hosts with vulnerabilities, number of distinct services, and the number of distinct vulnerabilities detected can be found in Figure 14, Figure 15, and Figure 16 respectively.

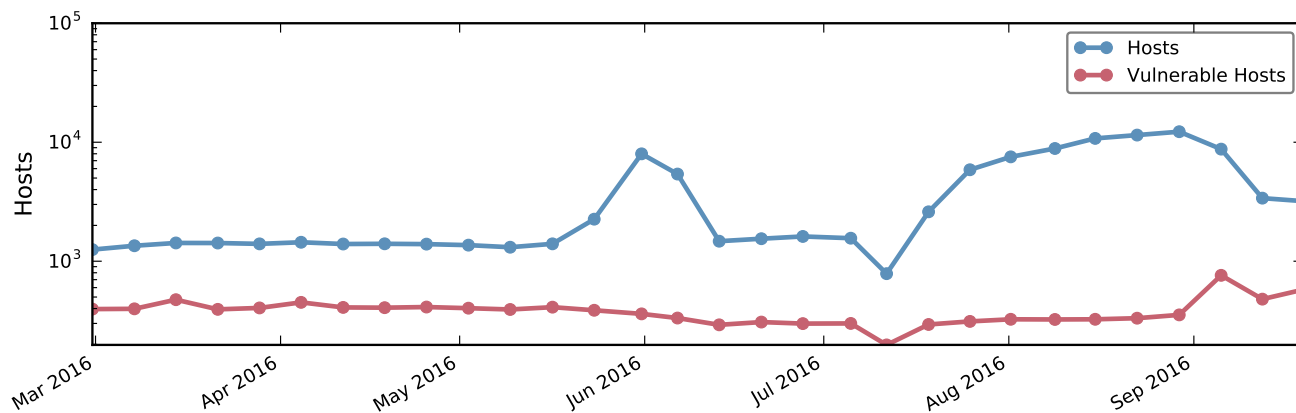


Figure 14: Vulnerable Hosts Over Time

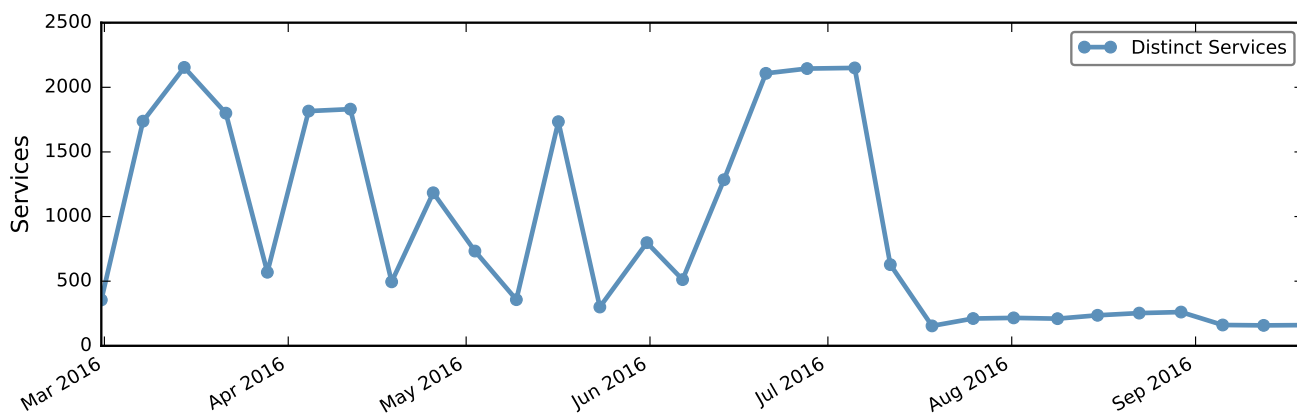


Figure 15: Distinct Services Over Time

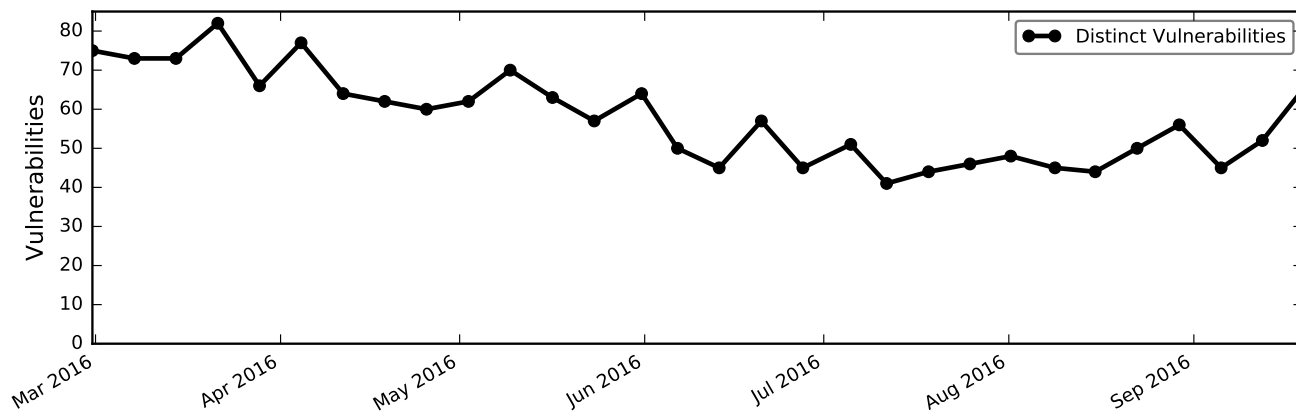


Figure 16: Distinct Vulnerabilities Over Time

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	Previous Report	Current Report	% Change
Hosts	3,389	3,200	-6.0%
Vulnerable Hosts	480	576	20.0%
Distinct Services	158	160	1.0%
Distinct Vulnerabilities	52	65	25.0%
Distinct Operating Systems	258	258	0.0%

Table 9: Comparison with Previous Report

Overall, for all hosts identified, SAMPLE averaged 0.33 vulnerabilities per host. For vulnerable hosts, SAMPLE averaged 1.85 total vulnerabilities per host. By severity, vulnerable hosts averaged 0.01 critical, 0.02 high, 1.39 medium, and 0.44 low vulnerabilities per host.

9 Conclusion

The results and data contained in this report are provided for SAMPLE, and should be used to correct any identified vulnerabilities, configuration errors, and security concerns in SAMPLE's external network perimeter. The CyHy service seeks to improve the cybersecurity posture of NCATS' stakeholders by maintaining tactical awareness of the operational awareness and cyber health of individual organizations. Additionally, NCATS will provide a non-attributable overview of all collected data detailing trends and analysis at the end of the fiscal year. If SAMPLE has questions, comments, or concerns about the findings or data contained in this report, please work with your designated technical point of contact when requesting assistance from NCATS at ncats_info@hq.dhs.gov.

Appendix A Vulnerability Summary

This section presents counts of all distinct vulnerabilities that were detected in the latest scans. It shows the name of the vulnerability, the severity level of the vulnerability and the number of vulnerability detections in the previous report vs. this report. Low, medium, high, and critical vulnerabilities are displayed.

Vulnerability	Severity	Previous	Current	Change
OpenSSL Unsupported	Critical	0	2	-%
Unsupported Unix Operating System	Critical	1	2	100.0%
OpenSSL < 0.9.8w ASN.1 asn1_d2i_read_bio Memory Corruption	High	0	2	-%
OpenSSL < 0.9.8p / 1.0.0b Buffer Overflow	High	0	2	-%
OpenSSL < 0.9.8f Multiple Vulnerabilities	High	0	2	-%
SSH Protocol Version 1 Session Key Retrieval	High	1	1	0.0%
OpenSSH MaxAuthTries Bypass	High	2	2	0.0%
Apple Mac OS X Find-By-Content .DS_Store Web Directory Listing	High	2	1	-50.0%
IPMI v2.0 Password Hash Disclosure	High	1	0	-100.0%
OpenSSL 0.9.8 < 0.9.8za Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL 0.9.8 < 0.9.8zb Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL 0.9.8 < 0.9.8zc Multiple Vulnerabilities (POODLE)	Medium	0	2	-%
OpenSSL 0.9.8 < 0.9.8zd Multiple Vulnerabilities (FREAK)	Medium	0	2	-%
OpenSSL 0.9.8 < 0.9.8zf Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL < 0.9.8p / 1.0.0e Double Free Vulnerability	Medium	0	2	-%
MS12-073: Vulnerabilities in Microsoft IIS Could Allow Information Disclosure (2733829) (uncredentialed check)	Medium	0	1	-%
OpenSSL 0.9.8 < 0.9.8zg Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL 0.9.8 < 0.9.8zh X509_ATTRIBUTE Memory Leak DoS	Medium	0	2	-%
OpenSSL < 0.9.8i Denial of Service	Medium	0	2	-%
OpenSSL < 0.9.8k Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL < 0.9.8s Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL < 0.9.8u Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL < 0.9.8l Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL < 0.9.8h Multiple Vulnerabilities	Medium	0	2	-%
OpenSSL < 0.9.8j Signature Spoofing	Medium	0	2	-%
OpenSSL 0.9.8 < 0.9.8x DTLS CBC Denial of Service	Medium	0	2	-%
SSLv3 Padding Oracle On Downgraded Legacy Encryption Vulnerability (POODLE)	Medium	1	2	100.0%
Backup Files Disclosure	Medium	1	2	100.0%
SSL Self-Signed Certificate	Medium	133	224	68.4%
SSL Certificate Cannot Be Trusted	Medium	245	348	42.0%
SSL Certificate Expiry	Medium	3	4	33.3%
SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	16	19	18.8%
HTTP TRACE / TRACK Methods Allowed	Medium	20	23	15.0%
SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	25	27	8.0%
Apache HTTP Server httpOnly Cookie Information Disclosure	Medium	6	6	0.0%
Apache Server ETag Header Information Disclosure	Medium	30	30	0.0%
TLS Padding Oracle Information Disclosure Vulnerability (TLS POODLE)	Medium	1	1	0.0%
Web Server Generic 3xx Redirect	Medium	1	1	0.0%
/doc Directory Browsable	Medium	1	1	0.0%
Browsable Web Directories	Medium	1	1	0.0%
Cisco ASA AnyConnect Client Authentication Attempt Handling Information Disclosure (cisco-sa-20160115-asa)	Medium	1	1	0.0%
Internet Key Exchange (IKE) Aggressive Mode with Pre-Shared Key	Medium	4	4	0.0%
Multiple Vendor Embedded FTP Service Any Username Authentication Bypass	Medium	3	3	0.0%
Nonexistent Page (404) Physical Path Disclosure	Medium	1	1	0.0%

Vulnerability	Severity	Previous	Current	Change
SSL Version 2 and 3 Protocol Detection	Medium	5	5	0.0%
Squid Malformed Host Name Error Message Information Disclosure	Medium	1	1	0.0%
FTP Writable Directories	Medium	3	3	0.0%
Web Server Uses Non Random Session IDs	Medium	3	3	0.0%
Apache Tomcat Servlet / JSP Container Default Files	Medium	1	1	0.0%
SSH Weak Algorithms Supported	Medium	34	32	-5.9%
Web Server Generic Cookie Injection	Medium	5	4	-20.0%
SSL Certificate Signed Using Weak Hashing Algorithm	Medium	20	12	-40.0%
F5 BIG-IP Cookie Remote Information Disclosure	Medium	7	4	-42.9%
FTP Server Traversal Arbitrary File Access	Medium	4	2	-50.0%
SSL Weak Cipher Suites Supported	Medium	1	0	-100.0%
DNS Server Spoofed Request Amplification DDoS	Medium	1	0	-100.0%
LDAP NULL BASE Search Access	Medium	1	0	-100.0%
SSL Certificate with Wrong Hostname	Medium	1	0	-100.0%
mDNS Detection (Remote Network)	Medium	1	0	-100.0%
Unencrypted Telnet Server	Medium	2	0	-100.0%
Microsoft Windows Remote Desktop Protocol Server Man-in-the-Middle Weakness	Medium	1	0	-100.0%
OpenSSL < 0.9.8y Multiple Vulnerabilities	Low	0	2	-%
Web Server HTTP Header Internal IP Disclosure	Low	0	1	-%
FTP Supports Cleartext Authentication	Low	55	57	3.6%
OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	12	12	0.0%
SSH Server CBC Mode Ciphers Enabled	Low	54	54	0.0%
Web Server PROPFIND Method Internal IP Disclosure	Low	1	1	0.0%
X Server Detection	Low	1	1	0.0%
SSH Weak MAC Algorithms Enabled	Low	57	53	-7.0%
Anonymous FTP Enabled	Low	57	51	-10.5%
OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	16	14	-12.5%
SSL Certificate Chain Contains RSA Keys Less Than 2048 bits	Low	8	4	-50.0%
SSL Anonymous Cipher Suites Supported	Low	4	1	-75.0%
Terminal Services Encryption Level is not FIPS-140 Compliant	Low	1	0	-100.0%
Transport Layer Security (TLS) Protocol CRIME Vulnerability	Low	1	0	-100.0%

Appendix B Vulnerability Changes Since Last Report

B.1 Mitigated Vulnerabilities

This section lists the vulnerabilities that were included on the previous report, but were not detected by the latest scans. The initial detection and mitigation detection dates are provided, plus the number of days it took to mitigate each vulnerability.

Owner	Vulnerability	Severity	Host	Port	Initial Detection	Mitigation Detected (UTC)	Days To Mitigate
SUB_ORG	Apple Mac OS X Find-By-Content .DS_Store Web Directory Listing	High	x.x.85.18	80	2016-08-26	2016-09-18 06:37	23
SUB_ORG	IPMI v2.0 Password Hash Disclosure	High	x.x.90.53	623	2016-09-11	2016-09-13 14:39	2
SUB_ORG	SSH Protocol Version 1 Session Key Retrieval	High	x.x.20.22	22	2016-07-05	2016-09-18 19:58	75
SUB_ORG	Apache HTTP Server httpOnly Cookie Information Disclosure	Medium	x.x.144.156	443	2016-09-12	2016-09-16 10:28	4
SUB_ORG	Apache HTTP Server httpOnly Cookie Information Disclosure	Medium	x.x.179.250	80	2016-08-25	NA	NA
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.132.84	80	2016-08-28	2016-09-15 00:31	18
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.164.15	80	2016-03-01	2016-09-12 12:37	195
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.164.165	80	2016-09-08	2016-09-12 14:44	4
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.197.99	80	2016-06-08	NA	NA
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.198.223	80	2016-07-18	2016-09-16 06:00	60
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.20.176	80	2016-08-19	2016-09-19 00:24	30
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.23.86	80	2016-08-28	2016-09-19 01:01	22
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.50.78	80	2016-08-27	2016-09-19 00:00	23
SUB_ORG	DNS Server Spoofed Request Amplification DDoS	Medium	x.x.230.10	53	2014-05-07	2016-09-19 03:13	866
SUB_ORG	F5 BIG-IP Cookie Remote Information Disclosure	Medium	x.x.131.110	443	2016-03-19	2016-09-18 20:59	183
SUB_ORG	F5 BIG-IP Cookie Remote Information Disclosure	Medium	x.x.144.156	443	2016-09-12	2016-09-16 10:28	4
SUB_ORG	F5 BIG-IP Cookie Remote Information Disclosure	Medium	x.x.243.56	443	2014-10-19	2016-09-15 00:01	697
SAMPLE	FTP Server Traversal Arbitrary File Access	Medium	x.x.199.131	21	2016-06-29	2016-09-14 23:45	78
SAMPLE	FTP Server Traversal Arbitrary File Access	Medium	x.x.199.249	21	2016-07-31	2016-09-14 20:08	45
SUB_ORG	FTP Writable Directories	Medium	x.x.233.40	21	2016-05-14	2016-09-15 02:50	124
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.111.83	80	2016-03-17	NA	NA
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.144.156	443	2016-09-12	2016-09-16 10:28	4
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.168.220	80	2016-09-07	NA	NA
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.20.176	80	2016-08-19	2016-09-19 00:24	30
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.38.146	80	2016-08-26	2016-09-17 04:12	21
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.38.146	443	2016-08-26	2016-09-17 04:12	21
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.50.78	80	2016-09-02	2016-09-19 00:00	16

Owner	Vulnerability	Severity	Host	Port	Initial Detection	Mitigation Detected (UTC)	Days To Mitigate
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.84.7	80	2016-05-15	2016-09-19 00:24	127
SUB_ORG	Internet Key Exchange (IKE) Aggressive Mode with Pre-Shared Key	Medium	x.x.25.140	500	2014-03-18	2016-09-14 20:08	911
SUB_ORG	LDAP NULL BASE Search Access	Medium	x.x.138.123	389	2016-06-04	2016-09-14 23:57	103
SUB_ORG	Microsoft Windows Remote Desktop Protocol Server Man-in-the-Middle Weakness	Medium	x.x.181.62	3389	2016-08-29	2016-09-19 01:52	21
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.128.37	22	2016-06-18	NA	NA
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.128.61	22	2016-08-29	2016-09-19 01:29	21
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.163.173	22	2016-08-27	2016-09-19 00:31	22
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.168.45	22	2016-06-17	2016-09-14 21:22	89
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.200.17	22	2016-09-09	2016-09-13 22:03	4
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.235.7	22	2016-04-09	2016-09-19 03:13	163
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.254.21	22	2016-04-10	NA	NA
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.66.37	22	2016-08-24	2016-09-13 01:22	19
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.9.13	801	2016-04-09	NA	NA
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.91.10	443	2016-03-25	2016-09-18 20:30	177
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.0.113	443	2016-09-04	2016-09-12 13:55	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.103.239	443	2016-09-07	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.105.81	443	2016-09-04	2016-09-12 15:58	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.110.202	443	2014-06-02	2016-09-18 23:41	840
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.113.206	43218	2016-06-06	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.125.153	443	2015-01-25	2016-09-12 16:46	597
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.125.153	8443	2016-08-14	2016-09-12 16:46	29
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.125.153	8843	2016-08-14	2016-09-12 16:46	29
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.129.16	443	2016-09-02	2016-09-18 22:01	17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.130.243	443	2016-09-02	2016-09-12 14:47	10
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.130.78	443	2016-09-02	2016-09-14 18:51	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.131.141	443	2016-09-09	2016-09-14 01:43	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.131.189	443	2016-09-11	2016-09-15 02:00	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.132.84	443	2016-08-28	2016-09-15 00:31	18
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.133.127	443	2016-06-28	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.30	443	2016-09-07	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.39	443	2016-09-01	2016-09-19 01:52	17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.143.10	443	2016-09-04	2016-09-12 14:58	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.161.120	443	2016-09-03	2016-09-16 02:23	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.161.125	443	2016-09-07	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.161.126	443	2016-09-01	2016-09-19 02:45	18
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.164.57	443	2016-09-04	2016-09-16 06:05	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.165.10	443	2014-05-23	2016-09-18 21:27	849

Owner	Vulnerability	Severity	Host	Port	Initial Detection	Mitigation Detected (UTC)	Days To Mitigate
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.165.13	443	2016-09-02	2016-09-18 21:56	17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.167.135	443	2016-09-04	2016-09-12 13:02	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.170	443	2016-09-02	2016-09-15 01:19	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.210	443	2016-09-04	2016-09-12 14:44	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.211	443	2016-09-04	2016-09-16 16:25	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.181.62	3389	2016-08-29	2016-09-19 01:52	21
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.182.76	443	2016-09-08	2016-09-12 13:45	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.19.242	443	2016-03-23	2016-09-16 08:16	177
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.19.251	443	2016-08-12	2016-09-19 03:58	38
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.31	443	2016-09-02	2016-09-18 21:46	17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.32	443	2016-09-07	2016-09-15 22:13	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.53	443	2016-09-02	2016-09-18 22:01	17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.85	443	2016-08-28	2016-09-19 01:06	22
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.205.241	443	2016-09-04	2016-09-12 13:34	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.21.98	443	2016-06-02	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.22.148	443	2014-02-12	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.22.152	443	2015-12-26	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.24.28	443	2016-09-04	2016-09-12 14:52	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.246.149	443	2014-05-30	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.248.132	443	2016-09-04	2016-09-16 05:34	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.248.134	443	2016-07-11	2016-09-15 00:05	66
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.248.141	443	2016-09-10	2016-09-14 23:55	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.248.91	465	2015-01-07	2016-09-16 01:25	618
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.25.110	443	2016-09-04	2016-09-12 14:01	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.25.129	443	2016-09-04	2016-09-12 14:01	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.25.140	443	2015-02-01	2016-09-14 20:08	592
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.250.62	443	2016-08-07	NA	NA
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.29.153	443	2016-03-20	2016-09-18 06:47	182
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.3.93	443	2016-09-04	2016-09-12 13:44	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.3.98	443	2016-09-02	2016-09-12 14:44	10
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.30.57	443	2016-09-04	2016-09-12 15:05	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.32.161	443	2016-09-04	2016-09-12 13:56	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.36.169	443	2016-09-04	2016-09-12 11:37	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.36.204	443	2016-09-04	2016-09-12 13:27	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.38.140	443	2016-09-04	2016-09-12 15:34	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.5.152	443	2016-09-01	2016-09-15 00:26	14
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.51.209	443	2016-09-08	2016-09-12 15:51	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.64.7	443	2014-05-15	2016-09-12 14:08	852
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.64.7	443	2016-09-04	2016-09-12 14:14	8

Owner	Vulnerability	Severity	Host	Port	Initial Detection	Mitigation Detected (UTC)	Days To Mitigate
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.64.9	443	2016-09-02	2016-09-12 14:37	10
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.65.193	443	2016-09-08	2016-09-12 14:35	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.65.35	443	2016-09-04	2016-09-12 13:41	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.76.129	443	2016-09-08	2016-09-12 13:53	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.90.53	443	2016-09-11	2016-09-14 15:18	3
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.91.233	443	2016-09-04	2016-09-12 14:07	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.91.6	443	2016-09-04	2016-09-12 13:56	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.0.113	443	2016-09-04	2016-09-12 13:55	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.105.81	443	2016-09-04	2016-09-12 15:58	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.125.153	443	2016-09-08	2016-09-12 16:46	4
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.125.153	8443	2016-09-08	2016-09-12 16:46	4
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.125.153	8843	2016-09-08	2016-09-12 16:46	4
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.167.135	443	2016-09-04	2016-09-12 13:02	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.181.62	3389	2016-09-10	2016-09-19 01:52	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.248.91	465	2015-09-27	2016-09-16 01:25	354
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.25.140	443	2016-08-13	2016-09-14 20:08	33
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.32.161	443	2016-09-04	2016-09-12 13:56	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.38.140	443	2016-09-04	2016-09-12 15:34	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.64.7	443	2016-09-04	2016-09-12 14:14	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.64.9	443	2016-09-02	2016-09-12 14:37	10
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.90.53	443	2016-09-11	2016-09-14 15:18	3
SUB_ORG	SSL Certificate with Wrong Hostname	Medium	x.x.10.162	443	2016-08-28	2016-09-15 00:08	18
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.111.83	443	2016-03-17	2016-09-15 05:30	182
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.115.37	993	2016-08-14	2016-09-14 01:43	30
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.133.127	443	2016-06-28	NA	NA
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.18	443	2016-09-08	2016-09-12 13:53	4
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.27	443	2016-09-04	2016-09-12 19:08	8
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.42	443	2016-09-05	2016-09-17 17:30	12
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.179.100	443	2016-03-06	2016-09-14 05:53	192
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.181.62	3389	2016-08-29	2016-09-19 01:52	21
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.2.50	443	2016-09-05	2016-09-13 13:32	8
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.212.32	443	2016-05-17	2016-09-13 01:25	119
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.103.239	443	2016-09-07	NA	NA
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.105.81	443	2016-09-04	2016-09-12 15:58	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.125.153	443	2015-01-25	2016-09-12 16:46	597
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.125.153	8443	2016-08-14	2016-09-12 16:46	29
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.125.153	8843	2016-08-14	2016-09-12 16:46	29
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.129.16	443	2016-09-02	2016-09-18 22:01	17
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.131.141	443	2016-09-09	2016-09-14 01:43	4

Owner	Vulnerability	Severity	Host	Port	Initial Detection	Mitigation Detected (UTC)	Days To Mitigate
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.132.84	443	2016-08-28	2016-09-15 00:31	18
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.133.127	443	2016-09-07	NA	NA
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.165.10	443	2014-05-23	2016-09-18 21:27	849
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.167.135	443	2016-09-04	2016-09-12 13:02	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.170	443	2016-09-02	2016-09-15 01:19	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.210	443	2016-09-04	2016-09-12 14:44	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.211	443	2016-09-04	2016-09-16 16:25	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.181.62	3389	2016-08-29	2016-09-19 01:52	21
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.19.242	443	2016-03-23	2016-09-16 08:16	177
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.19.251	443	2016-08-12	2016-09-19 03:58	38
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.22.148	443	2015-11-20	NA	NA
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.22.152	443	2015-12-26	NA	NA
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.246.149	443	2015-02-08	NA	NA
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.248.132	443	2016-09-04	2016-09-16 05:34	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.248.134	443	2016-09-06	2016-09-15 00:05	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.248.141	443	2016-09-10	2016-09-14 23:55	4
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.248.91	465	2015-01-07	2016-09-16 01:25	618
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.25.140	443	2016-08-13	2016-09-14 20:08	33
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.29.153	443	2016-03-20	2016-09-18 06:47	182
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.32.161	443	2016-09-04	2016-09-12 13:56	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.38.140	443	2016-09-04	2016-09-12 15:34	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.64.7	443	2016-09-04	2016-09-12 14:14	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.64.9	443	2016-09-02	2016-09-12 14:37	10
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.104.52	993	2015-02-20	2016-09-14 19:28	572
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.111.83	443	2016-03-17	2016-09-15 05:30	182
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.195.99	993	2015-09-05	2016-09-19 04:14	380
SUB_ORG	SSL Weak Cipher Suites Supported	Medium	x.x.133.127	443	2016-06-28	NA	NA
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.0.100	443	2016-07-22	2016-09-13 09:05	52
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.0.41	443	2016-07-31	2016-09-14 18:07	45
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.0.54	443	2016-07-22	2016-09-13 06:04	52
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.111.83	443	2016-03-17	2016-09-15 05:30	182
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.18	443	2016-09-08	2016-09-12 13:53	4
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.27	443	2016-09-04	2016-09-12 19:08	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.42	443	2016-09-05	2016-09-17 17:30	12
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.81	443	2016-07-03	2016-09-17 17:39	76
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.118	443	2016-07-12	2016-09-12 22:48	62
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.121	443	2016-09-10	2016-09-14 14:54	4
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.122	443	2016-08-14	2016-09-15 01:27	32
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.123	443	2016-09-02	2016-09-13 20:10	11

Owner	Vulnerability	Severity	Host	Port	Initial Detection	Mitigation Detected (UTC)	Days To Mitigate
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.127	443	2016-07-11	2016-09-14 19:49	65
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.97	443	2016-08-13	2016-09-13 14:12	31
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.99	443	2016-08-27	2016-09-16 15:31	21
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.29	443	2016-08-06	2016-09-12 22:29	37
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.31	443	2016-07-23	2016-09-18 21:46	57
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.36	443	2016-09-05	2016-09-17 18:34	12
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.45	443	2016-07-23	2016-09-18 23:34	57
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.72	443	2016-09-09	2016-09-13 04:06	4
SUB_ORG	Unencrypted Telnet Server	Medium	x.x.201.158	23	2014-09-01	2016-09-19 02:22	749
SUB_ORG	Unencrypted Telnet Server	Medium	x.x.201.158	24	2014-09-01	2016-09-19 02:22	749
SUB_ORG	Web Server Generic Cookie Injection	Medium	x.x.242.77	443	2015-12-17	2016-09-14 18:36	272
SUB_ORG	Web Server Generic Cookie Injection	Medium	x.x.242.92	443	2016-02-03	2016-09-18 19:58	229
SUB_ORG	Web Server Uses Non Random Session IDs	Medium	x.x.124.94	80	2016-08-27	2016-09-14 20:09	18
SUB_ORG	mDNS Detection (Remote Network)	Medium	x.x.172.47	5353	2016-08-21	2016-09-14 19:54	24
SAMPLE	Anonymous FTP Enabled	Low	x.x.199.249	21	2014-05-28	2016-09-14 20:08	840
SUB_ORG	Anonymous FTP Enabled	Low	x.x.112.109	21	2016-08-28	2016-09-16 06:04	19
SUB_ORG	Anonymous FTP Enabled	Low	x.x.173.219	21	2016-08-26	2016-09-14 23:02	19
SUB_ORG	Anonymous FTP Enabled	Low	x.x.191.12	21	2016-02-13	2016-09-17 01:58	217
SUB_ORG	Anonymous FTP Enabled	Low	x.x.194.58	21	2016-06-16	2016-09-16 10:14	92
SUB_ORG	Anonymous FTP Enabled	Low	x.x.195.122	21	2014-11-01	2016-09-17 06:09	686
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.34	21	2015-01-07	2016-09-18 09:35	620
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.66	21	2014-11-08	NA	NA
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.73	21	2015-11-08	NA	NA
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.84	21	2015-12-17	NA	NA
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.87	21	2016-03-10	2016-09-20 00:20	194
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.88	21	2015-12-17	NA	NA
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.92	21	2016-06-18	NA	NA
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.95	21	2016-03-18	2016-09-18 05:46	184
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.99	21	2016-06-09	NA	NA
SUB_ORG	Anonymous FTP Enabled	Low	x.x.200.15	21	2014-03-01	NA	NA
SUB_ORG	Anonymous FTP Enabled	Low	x.x.233.40	21	2016-05-14	2016-09-15 02:50	124
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.112.109	21	2016-08-28	2016-09-16 06:04	19
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.115.36	21	2016-09-06	2016-09-12 23:13	6
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.163.127	21	2016-08-19	2016-09-15 23:08	27
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.191.12	21	2016-02-13	2016-09-17 01:58	217
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.195.122	21	2014-11-01	2016-09-17 06:09	686
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.34	21	2014-11-03	2016-09-20 02:02	687
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.50	21	2014-11-02	NA	NA
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.73	21	2015-11-08	2016-09-20 11:22	317

Owner	Vulnerability	Severity	Host	Port	Initial Detection	Mitigation Detected (UTC)	Days To Mitigate
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.99	21	2016-06-02	NA	NA
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.22.148	21	2014-02-12	NA	NA
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.160.173	443	2016-09-10	2016-09-15 21:02	5
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.186.38	80	2016-08-27	2016-09-19 00:57	22
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.186.38	443	2016-08-27	2016-09-19 00:57	22
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.22.148	80	2016-08-29	2016-09-16 09:58	18
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.22.148	443	2016-08-29	2016-09-16 09:58	18
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.131.110	443	2016-06-16	2016-09-18 20:59	95
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.144.91	443	2016-08-27	2016-09-12 14:40	16
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.167.135	443	2016-06-21	2016-09-16 14:02	87
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.244.143	443	2016-08-24	2016-09-19 00:13	25
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.112.89	22	2016-09-08	2016-09-14 14:12	6
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.114.227	22	2016-06-15	2016-09-16 12:06	93
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.128.37	22	2016-06-18	NA	NA
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.128.61	22	2016-08-29	2016-09-19 01:29	21
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.163.173	22	2016-08-27	2016-09-19 00:31	22
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.168.45	22	2016-06-17	2016-09-14 21:22	89
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.195.20	22	2016-05-12	2016-09-17 05:56	128
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.20.22	22	2016-07-05	2016-09-18 19:58	75
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.200.17	22	2016-09-09	2016-09-13 22:03	4
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.235.7	22	2016-03-08	2016-09-19 03:13	194
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.254.21	22	2016-03-04	NA	NA
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.38.38	22	2016-09-07	NA	NA
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.66.37	22	2016-08-24	2016-09-13 01:22	19
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.9.13	801	2016-02-13	NA	NA
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.90.53	22	2016-09-11	2016-09-14 15:18	3
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.112.89	22	2016-09-08	2016-09-14 14:12	6
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.114.227	22	2016-06-15	2016-09-16 12:06	93
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.128.37	22	2016-06-18	NA	NA
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.128.61	22	2016-08-29	2016-09-19 01:29	21

Owner	Vulnerability	Severity	Host	Port	Initial Detection	Mitigation Detected (UTC)	Days To Mitigate
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.154.82	22	2014-05-21	2016-09-16 06:02	849
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.163.173	22	2016-08-27	2016-09-19 00:31	22
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.168.45	22	2016-06-17	2016-09-14 21:22	89
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.195.20	22	2015-11-09	2016-09-17 05:56	313
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.20.22	22	2016-07-05	2016-09-18 19:58	75
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.200.17	22	2016-09-09	2016-09-13 22:03	4
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.235.7	22	2016-03-08	2016-09-19 03:13	194
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.254.21	22	2016-03-04	NA	NA
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.38.38	22	2016-09-07	NA	NA
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.66.37	22	2016-08-24	2016-09-13 01:22	19
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.9.13	801	2016-02-13	NA	NA
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.90.53	22	2016-09-11	2016-09-14 15:18	3
SAMPLE	SSL Anonymous Cipher Suites Supported	Low	x.x.199.133	443	2016-09-09	2016-09-13 02:05	4
SUB_ORG	SSL Anonymous Cipher Suites Supported	Low	x.x.2.50	443	2016-09-05	2016-09-13 13:32	8
SUB_ORG	SSL Anonymous Cipher Suites Supported	Low	x.x.38.148	443	2016-07-24	2016-09-15 08:16	53
SUB_ORG	SSL Certificate Chain Contains RSA Keys Less Than 2048 bits	Low	x.x.110.202	443	2014-06-02	2016-09-18 23:41	840
SUB_ORG	SSL Certificate Chain Contains RSA Keys Less Than 2048 bits	Low	x.x.113.206	43218	2016-06-06	NA	NA
SUB_ORG	SSL Certificate Chain Contains RSA Keys Less Than 2048 bits	Low	x.x.38.46	443	2016-08-25	2016-09-15 00:17	20
SUB_ORG	SSL Certificate Chain Contains RSA Keys Less Than 2048 bits	Low	x.x.90.53	443	2016-09-11	2016-09-14 15:18	3
SUB_ORG	Terminal Services Encryption Level is not FIPS-140 Compliant	Low	x.x.181.62	3389	2016-08-29	2016-09-19 01:52	21
SUB_ORG	Transport Layer Security (TLS) Protocol CRIME Vulnerability	Low	x.x.2.50	443	2016-09-01	2016-09-17 15:11	16

For Official Use Only (FOUO)

B.2 New Vulnerabilities Detected

This section lists the new vulnerabilities that were detected for the first time in the latest scans. The initial detection and latest detection dates are provided for each vulnerability.

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)
SUB_ORG	OpenSSL Unsupported	Critical	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)
SUB_ORG	OpenSSL Unsupported	Critical	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8f Multiple Vulnerabilities	High	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8f Multiple Vulnerabilities	High	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8p / 1.0.0b Buffer Overflow	High	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8p / 1.0.0b Buffer Overflow	High	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8w ASN.1 asn1_d2i_read_bio Memory Corruption	High	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8w ASN.1 asn1_d2i_read_bio Memory Corruption	High	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.163.170	80	2016-09-19 00:47	2016-09-19 00:47
SUB_ORG	Backup Files Disclosure	Medium	x.x.242.87	443	2016-09-17 18:15	2016-09-17 18:15
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.198.185	80	2016-09-12 17:51	2016-09-16 19:17
SUB_ORG	OpenSSL 0.9.8 < 0.9.8x DTLS CBC Denial of Service	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8x DTLS CBC Denial of Service	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8za Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8za Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zb Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zb Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zc Multiple Vulnerabilities (POODLE)	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zc Multiple Vulnerabilities (POODLE)	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zd Multiple Vulnerabilities (FREAK)	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zd Multiple Vulnerabilities (FREAK)	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zf Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zf Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zg Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zg Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zh X509_ATTRIBUTE Memory Leak DoS	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zh X509_ATTRIBUTE Memory Leak DoS	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8h Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8h Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8i Denial of Service	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8i Denial of Service	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8j Signature Spoofing	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8j Signature Spoofing	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8k Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8k Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8l Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8l Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8p / 1.0.0e Double Free Vulnerability	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)
SUB_ORG	OpenSSL < 0.9.8p / 1.0.0e Double Free Vulnerability	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8s Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8s Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8u Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8u Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.134.209	22	2016-09-16 11:13	2016-09-16 11:13
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.163.170	22	2016-09-19 00:47	2016-09-19 00:47
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.66.51	22	2016-09-12 17:03	2016-09-16 17:52
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.10.61	443	2016-09-15 22:35	2016-09-19 23:39
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.103.252	443	2016-09-12 16:30	2016-09-16 17:28
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.105.120	443	2016-09-15 03:11	2016-09-19 04:09
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.109.88	443	2016-09-19 00:04	2016-09-19 00:04
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.110.60	443	2016-09-16 15:34	2016-09-16 15:34
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.130.68	443	2016-09-16 03:22	2016-09-20 04:34
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.131.16	443	2016-09-16 01:14	2016-09-16 01:14
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.16.143	993	2016-09-12 20:44	2016-09-16 21:53
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.16.143	995	2016-09-12 20:44	2016-09-16 21:53
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.161.118	443	2016-09-12 22:48	2016-09-16 23:39
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.164.73	443	2016-09-17 16:50	2016-09-17 16:50
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.165.201	443	2016-09-15 23:41	2016-09-20 01:03
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.114	443	2016-09-17 04:36	2016-09-17 04:36
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.117	443	2016-09-12 14:32	2016-09-16 15:17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.165	443	2016-09-12 11:31	2016-09-16 13:22
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.176	443	2016-09-18 00:37	2016-09-18 00:37
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.21	443	2016-09-16 15:42	2016-09-16 15:42
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.69	443	2016-09-18 23:09	2016-09-18 23:09
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.85	443	2016-09-12 14:31	2016-09-16 15:15
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.88	443	2016-09-12 14:32	2016-09-16 15:17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.200	443	2016-09-16 13:12	2016-09-16 13:12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.217	443	2016-09-18 13:48	2016-09-18 13:48
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.243	443	2016-09-12 16:03	2016-09-16 16:58
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.245	443	2016-09-15 17:30	2016-09-19 18:33
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.247	443	2016-09-14 18:35	2016-09-18 19:34
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.68	443	2016-09-16 18:20	2016-09-16 18:20
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.54	443	2016-09-12 18:25	2016-09-16 19:32
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.66	443	2016-09-16 03:56	2016-09-16 03:56
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.67	443	2016-09-14 03:13	2016-09-18 04:54
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.72	443	2016-09-13 04:03	2016-09-17 05:11
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.73	443	2016-09-12 16:16	2016-09-16 17:39

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.203.59	443	2016-09-12 20:16	2016-09-16 21:06
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.25.26	443	2016-09-16 14:14	2016-09-16 14:14
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.255.148	443	2016-09-14 23:17	2016-09-19 00:12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.38.42	443	2016-09-18 00:58	2016-09-18 00:58
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.55.245	443	2016-09-17 14:15	2016-09-17 14:15
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.64.54	443	2016-09-15 05:28	2016-09-19 08:18
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.64.54	8443	2016-09-15 05:28	2016-09-19 08:18
SUB_ORG	SSL Certificate Expiry	Medium	x.x.156.110	443	2016-09-12 23:50	2016-09-17 01:15
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.16.143	993	2016-09-12 20:44	2016-09-16 21:53
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.16.143	995	2016-09-12 20:44	2016-09-16 21:53
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.179.68	443	2016-09-16 18:20	2016-09-16 18:20
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.25.26	443	2016-09-16 14:14	2016-09-16 14:14
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.25.26	443	2016-09-16 14:14	2016-09-16 14:14
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.103.252	443	2016-09-12 16:30	2016-09-16 17:28
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.110.60	443	2016-09-16 15:34	2016-09-16 15:34
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.130.68	443	2016-09-16 03:22	2016-09-20 04:34
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.131.16	443	2016-09-16 01:14	2016-09-16 01:14
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.16.143	993	2016-09-12 20:44	2016-09-16 21:53
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.16.143	995	2016-09-12 20:44	2016-09-16 21:53
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.114	443	2016-09-17 04:36	2016-09-17 04:36
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.117	443	2016-09-12 14:32	2016-09-16 15:17
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.165	443	2016-09-12 11:31	2016-09-16 13:22
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.176	443	2016-09-18 00:37	2016-09-18 00:37
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.21	443	2016-09-16 15:42	2016-09-16 15:42
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.69	443	2016-09-18 23:09	2016-09-18 23:09
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.85	443	2016-09-12 14:31	2016-09-16 15:15
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.88	443	2016-09-12 14:32	2016-09-16 15:17
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.20	443	2016-09-12 15:18	2016-09-16 16:20
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.200	443	2016-09-16 13:12	2016-09-16 13:12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.217	443	2016-09-18 13:48	2016-09-18 13:48
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.243	443	2016-09-12 16:03	2016-09-16 16:58
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.245	443	2016-09-15 17:30	2016-09-19 18:33
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.247	443	2016-09-14 18:35	2016-09-18 19:34
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.68	443	2016-09-16 18:20	2016-09-16 18:20
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.25.26	443	2016-09-16 14:14	2016-09-16 14:14
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.44.68	443	2016-09-18 23:04	2016-09-18 23:04
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.55.245	443	2016-09-17 14:15	2016-09-17 14:15
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.64.54	8443	2016-09-15 05:28	2016-09-19 08:18
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.54	443	2016-09-16 19:32	2016-09-16 19:32

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.66	443	2016-09-16 03:56	2016-09-16 03:56
SUB_ORG	Web Server Generic Cookie Injection	Medium	x.x.242.87	443	2016-09-13 16:59	2016-09-17 18:15
SUB_ORG	Anonymous FTP Enabled	Low	x.x.132.240	21	2016-09-15 13:50	2016-09-15 13:50
SUB_ORG	Anonymous FTP Enabled	Low	x.x.17.205	21	2016-09-12 16:10	2016-09-19 14:25
SUB_ORG	Anonymous FTP Enabled	Low	x.x.179.111	21	2016-09-17 20:45	2016-09-17 20:45
SUB_ORG	Anonymous FTP Enabled	Low	x.x.20.84	21	2016-09-13 18:11	2016-09-19 19:34
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.162.11	21	2016-09-16 17:44	2016-09-16 17:44
SUB_ORG	OpenSSL < 0.9.8y Multiple Vulnerabilities	Low	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 0.9.8y Multiple Vulnerabilities	Low	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.130.161	443	2016-09-17 04:47	2016-09-17 04:47
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.79.89	443	2016-09-17 02:27	2016-09-17 02:27
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.25.26	443	2016-09-16 14:14	2016-09-16 14:14
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.133.42	22	2016-09-16 17:13	2016-09-16 17:13
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.134.209	22	2016-09-16 11:13	2016-09-16 11:13
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.163.170	22	2016-09-19 00:47	2016-09-19 00:47
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.216.13	22	2016-09-16 15:16	2016-09-16 15:16
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.66.51	22	2016-09-12 17:03	2016-09-16 17:52
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.133.42	22	2016-09-16 17:13	2016-09-16 17:13
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.134.209	22	2016-09-16 11:13	2016-09-16 11:13
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.163.170	22	2016-09-19 00:47	2016-09-19 00:47
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.216.13	22	2016-09-16 15:16	2016-09-16 15:16
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.66.51	22	2016-09-12 17:03	2016-09-16 17:52
SUB_ORG	Web Server HTTP Header Internal IP Disclosure	Low	x.x.249.169	443	2016-09-17 22:50	2016-09-17 22:50

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B.3 Re-Detected (Previously-Mitigated) Vulnerabilities

This section lists the vulnerabilities that were previously detected, then mitigated, and were re-detected in the latest scans. The initial detection and latest detection dates are provided for each vulnerability.

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	Unsupported Unix Operating System	Critical	x.x.168.220	NA	2016-08-31 02:34	2016-09-18 20:43	18
SUB_ORG	SSH Protocol Version 1 Session Key Retrieval	High	x.x.20.21	22	2016-01-19 00:15	2016-09-18 16:37	243
SUB_ORG	Apache HTTP Server httpOnly Cookie Information Disclosure	Medium	x.x.197.60	443	2016-08-26 12:14	2016-09-19 19:48	24
SUB_ORG	Apache HTTP Server httpOnly Cookie Information Disclosure	Medium	x.x.197.62	443	2016-09-05 16:51	2016-09-17 19:46	12

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.164.196	80	2016-01-26 05:04	2016-09-19 20:38	237
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.195.98	443	2016-03-11 11:50	2016-09-19 00:12	191
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.197.58	80	2016-03-07 14:30	2016-09-20 04:22	196
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.197.62	443	2016-09-05 16:51	2016-09-17 19:46	12
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.197.66	80	2016-03-07 19:11	2016-09-20 00:44	196
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.243.242	80	2016-03-09 07:58	2016-09-19 04:11	193
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.243.242	443	2016-03-09 07:58	2016-09-19 04:11	193
SUB_ORG	FTP Writable Directories	Medium	x.x.17.243	21	2016-05-13 16:25	2016-09-17 22:20	127
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.163.54	80	2016-09-08 08:07	2016-09-20 12:12	12
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.163.54	443	2016-09-08 08:07	2016-09-20 12:12	12
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.179.163	80	2016-02-29 14:17	2016-09-18 21:18	202
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.179.168	80	2016-01-15 23:04	2016-09-18 21:40	246
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.194.198	443	2016-04-05 21:59	2016-09-19 23:34	167
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.194.32	443	2016-04-07 23:42	2016-09-19 18:56	164
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.195.98	443	2016-03-11 11:50	2016-09-19 00:12	191
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.196.52	443	2016-08-14 15:28	2016-09-19 00:44	35
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.197.60	443	2016-08-26 12:14	2016-09-19 19:48	24
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.197.62	443	2016-09-05 16:51	2016-09-17 19:46	12
SUB_ORG	Internet Key Exchange (IKE) Aggressive Mode with Pre-Shared Key	Medium	x.x.129.16	500	2013-09-15 02:13	2016-09-18 22:00	1099
SUB_ORG	MS12-073: Vulnerabilities in Microsoft IIS Could Allow Information Disclosure (2733829) (uncredentialed check)	Medium	x.x.196.38	21	2014-05-24 12:42	2016-09-18 21:00	848
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.10.10	15015	2016-04-11 10:07	2016-09-18 18:48	160
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.130.40	22	2016-08-27 22:30	2016-09-20 00:06	23
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.195.43	22	2016-04-10 12:53	2016-09-20 00:33	162
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.195.58	22	2016-05-23 20:43	2016-09-19 00:08	118
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.1.46	443	2016-09-04 22:42	2016-09-17 01:23	12
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.138.131	443	2016-09-04 23:08	2016-09-17 02:24	12
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.15.6	443	2015-04-16 09:49	2016-09-17 01:18	519
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.199.132	443	2016-09-04 23:54	2016-09-17 02:29	12
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.199.133	443	2016-09-04 23:15	2016-09-17 02:58	12
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.199.145	443	2016-09-04 20:05	2016-09-16 23:17	12
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.199.237	443	2016-09-04 21:24	2016-09-17 00:46	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.10.139	443	2014-05-27 12:26	2016-09-19 16:39	846
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.10.180	443	2014-11-03 01:30	2016-09-18 04:25	685
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.103.112	443	2016-09-05 00:15	2016-09-17 03:39	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.103.113	443	2016-04-04 11:29	2016-09-17 03:34	165
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.103.245	443	2016-06-01 16:37	2016-09-17 01:49	107

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.108.118	443	2016-09-04 20:30	2016-09-17 00:43	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.108.123	443	2016-09-04 22:43	2016-09-17 02:06	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.124.22	443	2016-09-04 23:18	2016-09-17 02:37	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.124.50	443	2016-09-05 01:37	2016-09-17 04:35	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.124.55	443	2016-09-05 16:48	2016-09-17 19:34	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.129.17	443	2016-09-04 20:55	2016-09-16 23:40	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.130.161	443	2014-08-26 06:51	2016-09-17 04:47	752
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.130.166	443	2016-09-04 22:46	2016-09-18 04:43	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.131.28	443	2016-09-04 21:09	2016-09-17 00:16	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.131.92	443	2016-09-04 21:47	2016-09-17 01:14	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.27	443	2016-09-04 17:23	2016-09-16 23:58	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.28	443	2016-09-04 04:18	2016-09-20 08:03	16
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.38	443	2016-09-03 20:42	2016-09-20 00:52	16
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.42	443	2016-09-05 13:27	2016-09-17 17:30	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.90	443	2016-09-04 22:23	2016-09-17 01:33	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.156.110	443	2016-09-04 21:47	2016-09-17 01:15	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.161.102	443	2016-09-05 04:38	2016-09-17 08:05	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.161.123	443	2016-09-02 08:23	2016-09-17 21:53	15
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.161.97	443	2016-09-05 12:28	2016-09-17 15:20	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.162.170	443	2016-09-04 19:10	2016-09-16 21:29	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.162.172	443	2016-09-04 22:24	2016-09-17 01:52	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.164.31	443	2015-06-10 22:50	2016-09-18 02:00	465
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.164.46	443	2016-03-01 01:55	2016-09-17 02:44	200
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.164.49	443	2016-03-01 16:23	2016-09-16 23:14	199
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.101	443	2016-09-04 22:36	2016-09-17 02:05	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.12	443	2016-09-04 22:45	2016-09-17 03:18	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.13	443	2016-09-05 00:03	2016-09-17 02:32	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.130	443	2016-09-04 20:30	2016-09-16 23:04	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.135	443	2016-09-05 03:12	2016-09-17 07:00	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.14	443	2016-09-04 23:36	2016-09-17 02:27	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.16	443	2016-09-05 03:13	2016-09-17 05:54	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.160	443	2016-09-04 22:26	2016-09-17 01:59	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.161	443	2016-09-04 22:25	2016-09-18 01:29	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.164	443	2016-09-05 00:01	2016-09-17 03:49	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.167	443	2016-09-04 21:38	2016-09-17 00:37	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.168	443	2016-09-04 22:25	2016-09-17 01:37	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.18	443	2016-09-04 23:28	2016-09-17 02:34	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.180	443	2016-09-04 23:44	2016-09-17 02:35	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.181	443	2016-09-04 23:44	2016-09-17 02:29	12

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.20	443	2016-09-04 20:56	2016-09-16 23:29	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.23	443	2016-09-04 23:27	2016-09-17 02:21	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.25	443	2016-09-02 13:48	2016-09-15 17:42	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.26	443	2016-09-04 20:14	2016-09-16 23:07	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.37	443	2016-09-04 21:50	2016-09-17 01:42	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.39	443	2016-09-04 21:25	2016-09-17 00:15	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.40	443	2016-09-04 20:31	2016-09-16 23:36	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.55	443	2016-09-04 23:16	2016-09-17 01:43	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.56	443	2016-09-04 21:48	2016-09-17 00:42	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.58	443	2016-09-04 20:30	2016-09-17 23:39	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.70	443	2016-09-05 00:14	2016-09-17 03:40	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.71	443	2016-09-05 01:22	2016-09-17 04:37	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.94	443	2016-09-04 23:14	2016-09-17 01:42	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.167.158	443	2014-05-25 13:35	2016-09-20 09:28	848
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.168	443	2016-09-02 05:48	2016-09-18 21:40	16
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.20	443	2016-03-06 01:52	2016-09-16 16:20	194
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.203	443	2016-09-04 20:50	2016-09-17 23:39	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.204	443	2016-09-04 21:28	2016-09-17 00:51	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.214	443	2016-09-01 13:37	2016-09-15 14:40	14
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.216	443	2016-09-04 19:08	2016-09-16 22:21	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.219	443	2016-09-04 18:09	2016-09-16 21:18	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.242	443	2016-09-07 08:02	2016-09-20 10:33	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.244	443	2016-09-03 16:34	2016-09-16 21:14	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.45	443	2016-09-04 21:27	2016-09-17 00:46	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.50	443	2016-09-04 22:12	2016-09-17 01:50	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.47	443	2016-09-04 22:34	2016-09-18 01:22	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.55	443	2016-09-04 22:34	2016-09-17 01:07	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.56	443	2014-08-17 03:17	2016-09-17 02:12	761
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.57	443	2014-07-29 21:03	2016-09-17 00:23	780
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.57	8443	2016-02-25 06:50	2016-09-17 00:23	204
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.61	443	2014-10-28 15:50	2016-09-17 01:00	689
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.63	443	2014-06-02 14:03	2016-09-17 05:42	837
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.68	443	2014-05-28 16:26	2016-09-18 02:42	843
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.73	443	2014-05-30 20:59	2016-09-17 03:42	840
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.186.87	8443	2016-03-10 04:26	2016-09-17 05:50	191
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.196.26	443	2016-09-04 22:28	2016-09-18 01:12	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.196.47	443	2014-06-02 06:49	2016-09-18 04:48	838
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.196.48	443	2016-09-04 20:34	2016-09-16 23:45	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.36	443	2016-09-05 13:54	2016-09-17 18:29	12

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.62	443	2016-09-05 16:51	2016-09-17 19:46	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.70	443	2016-09-08 00:33	2016-09-20 04:15	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.198.101	443	2016-06-09 18:57	2016-09-17 20:44	100
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.198.46	443	2016-09-04 23:37	2016-09-17 02:18	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.2.3	443	2016-09-04 21:50	2016-09-17 01:38	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.2.31	443	2014-06-01 05:09	2016-09-17 01:51	838
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.20.162	443	2016-05-25 11:26	2016-09-17 00:29	114
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.202.155	443	2016-08-27 06:33	2016-09-19 13:47	23
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.204.45	443	2016-08-24 17:27	2016-09-15 19:53	22
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.208.15	443	2016-09-05 09:23	2016-09-17 13:09	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.21.114	443	2014-04-19 04:40	2016-09-16 22:25	881
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.22.114	443	2014-05-11 22:05	2016-09-17 02:49	859
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.22.150	443	2014-08-30 21:21	2016-09-17 05:03	748
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.22.151	443	2014-09-03 19:56	2016-09-17 13:47	744
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.22.74	443	2015-02-05 20:49	2016-09-17 01:38	589
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.224.24	443	2016-09-03 12:27	2016-09-16 14:56	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.233.117	443	2016-07-12 13:30	2016-09-17 21:52	67
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.242.201	443	2014-10-30 02:41	2016-09-19 18:53	690
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.242.83	443	2016-09-08 04:49	2016-09-16 07:05	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.246.148	443	2013-03-10 01:33	2016-09-16 20:35	1286
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.25.141	443	2015-01-29 23:45	2016-09-19 19:16	598
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.252.18	443	2016-09-04 21:21	2016-09-17 00:40	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.252.20	443	2016-07-06 10:18	2016-09-16 15:17	72
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.252.33	443	2016-09-04 21:10	2016-09-17 00:14	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.252.40	443	2016-09-01 22:24	2016-09-17 18:59	15
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.252.41	443	2016-09-04 21:03	2016-09-16 23:38	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.252.52	443	2016-09-02 08:48	2016-09-20 02:04	17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.252.6	443	2016-09-04 23:48	2016-09-17 03:08	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.254.140	443	2012-12-25 07:21	2016-09-17 19:22	1362
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.254.172	443	2014-05-29 12:03	2016-09-19 03:55	843
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.254.201	443	2015-07-14 11:05	2016-09-17 09:52	430
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.255.133	443	2016-09-05 08:36	2016-09-17 12:05	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.3.104	443	2016-02-15 11:53	2016-09-17 00:23	214
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.3.113	443	2016-01-07 06:50	2016-09-17 05:38	253
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.3.132	443	2016-01-08 17:27	2016-09-17 03:02	252
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.3.150	443	2016-01-07 10:32	2016-09-17 04:45	253
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.3.203	443	2016-09-04 01:01	2016-09-17 03:56	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.36.115	443	2016-09-04 23:41	2016-09-17 03:35	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.4.10	443	2016-03-11 03:39	2016-09-17 02:58	189

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.4.100	443	2016-09-04 21:57	2016-09-17 01:17	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.44.68	443	2016-06-14 21:15	2016-09-18 23:04	96
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.5.21	443	2016-09-02 10:47	2016-09-20 07:10	17
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.76.169	443	2016-09-04 16:35	2016-09-17 20:12	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.84.242	443	2016-09-02 01:19	2016-09-19 00:49	16
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.91.15	443	2016-06-28 13:55	2016-09-18 04:27	81
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.25.141	443	2016-08-13 00:08	2016-09-19 19:16	37
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.91.15	443	2016-06-28 13:55	2016-09-18 04:27	81
SAMPLE	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.56.76	443	2014-01-17 01:10	2016-09-19 20:47	976
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.134.178	443	2015-11-20 01:03	2016-09-15 07:56	300
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.21	443	2016-08-18 09:50	2016-09-15 18:03	28
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.28	443	2016-08-26 18:13	2016-09-16 07:09	20
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.30	443	2016-09-07 04:50	2016-09-15 11:58	8
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.149.227	443	2014-08-20 09:31	2016-09-16 06:11	757
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.162.168	21	2016-07-16 14:47	2016-09-15 13:31	60
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.191.28	443	2015-04-06 20:33	2016-09-15 23:16	528
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.242.78	443	2016-08-19 13:20	2016-09-18 17:43	30
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.242.92	443	2016-01-09 00:45	2016-09-18 19:51	253
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.252.40	443	2016-05-07 18:33	2016-09-17 18:59	133
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.38.163	443	2016-08-31 13:52	2016-09-19 00:50	18
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.1.46	443	2016-09-04 22:42	2016-09-17 01:23	12
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.138.131	443	2016-09-04 23:08	2016-09-17 02:24	12
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.15.6	443	2015-04-16 09:49	2016-09-17 01:18	519
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.199.132	443	2016-09-04 23:54	2016-09-17 02:29	12
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.199.133	443	2016-09-04 23:15	2016-09-17 02:58	12
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.199.145	443	2016-09-04 20:05	2016-09-16 23:17	12
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.199.237	443	2016-09-04 21:24	2016-09-17 00:46	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.10.139	443	2015-11-21 21:45	2016-09-19 16:39	302
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.10.180	443	2015-11-28 23:13	2016-09-18 04:25	294
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.103.112	443	2016-09-05 00:15	2016-09-17 03:39	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.103.113	443	2016-09-04 23:29	2016-09-17 03:34	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.103.245	443	2016-09-04 22:30	2016-09-17 01:49	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.129.17	443	2016-09-04 20:55	2016-09-16 23:40	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.130.161	443	2016-09-05 02:02	2016-09-17 04:47	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.130.166	443	2016-09-04 22:46	2016-09-18 04:43	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.131.28	443	2016-09-04 21:09	2016-09-17 00:16	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.140.90	443	2016-09-04 22:23	2016-09-17 01:33	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.162.170	443	2016-09-04 19:10	2016-09-16 21:29	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.162.172	443	2016-09-04 22:24	2016-09-17 01:52	12

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.164.31	443	2016-09-04 23:05	2016-09-18 02:00	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.164.46	443	2016-09-04 22:44	2016-09-17 02:44	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.164.49	443	2016-09-04 20:22	2016-09-16 23:14	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.101	443	2016-09-04 22:36	2016-09-17 02:05	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.12	443	2016-09-04 22:45	2016-09-17 03:18	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.13	443	2016-09-05 00:03	2016-09-17 02:32	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.130	443	2016-09-04 20:30	2016-09-16 23:04	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.135	443	2016-09-05 03:12	2016-09-17 07:00	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.14	443	2016-09-04 23:36	2016-09-17 02:27	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.16	443	2016-09-05 03:13	2016-09-17 05:54	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.160	443	2016-09-04 22:26	2016-09-17 01:59	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.164	443	2016-09-05 00:01	2016-09-17 03:49	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.167	443	2016-09-04 21:38	2016-09-17 00:37	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.168	443	2016-09-04 22:25	2016-09-17 01:37	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.18	443	2016-09-04 23:28	2016-09-17 02:34	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.180	443	2016-09-04 23:44	2016-09-17 02:35	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.181	443	2016-09-04 23:44	2016-09-17 02:29	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.20	443	2016-09-04 20:56	2016-09-16 23:29	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.23	443	2016-09-04 23:27	2016-09-17 02:21	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.25	443	2016-09-02 13:48	2016-09-15 17:42	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.26	443	2016-09-04 20:14	2016-09-16 23:07	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.37	443	2016-09-04 21:50	2016-09-17 01:42	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.39	443	2016-09-04 21:25	2016-09-17 00:15	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.40	443	2016-09-04 20:31	2016-09-16 23:36	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.55	443	2016-09-04 23:16	2016-09-17 01:43	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.56	443	2016-09-04 21:48	2016-09-17 00:42	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.58	443	2016-09-04 20:30	2016-09-17 23:39	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.70	443	2016-09-05 00:14	2016-09-17 03:40	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.71	443	2016-09-05 01:22	2016-09-17 04:37	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.94	443	2016-09-04 23:14	2016-09-17 01:42	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.167.158	443	2016-09-04 05:26	2016-09-20 09:28	16
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.168	443	2016-09-02 05:48	2016-09-18 21:40	16
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.203	443	2016-09-04 20:50	2016-09-17 23:39	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.204	443	2016-09-04 21:28	2016-09-17 00:51	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.214	443	2016-09-01 13:37	2016-09-15 14:40	14
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.216	443	2016-09-04 19:08	2016-09-16 22:21	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.219	443	2016-09-04 18:09	2016-09-16 21:18	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.242	443	2016-09-07 08:02	2016-09-20 10:33	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.244	443	2016-09-03 16:34	2016-09-16 21:14	13

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.45	443	2016-09-04 21:27	2016-09-17 00:46	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.50	443	2016-09-04 22:12	2016-09-17 01:50	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.47	443	2016-09-04 22:34	2016-09-18 01:22	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.55	443	2016-09-04 22:34	2016-09-17 01:07	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.56	443	2016-09-04 23:09	2016-09-17 02:12	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.57	443	2016-09-04 20:44	2016-09-17 00:23	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.57	8443	2016-09-04 20:44	2016-09-17 00:23	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.61	443	2015-11-23 23:05	2016-09-17 01:00	298
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.63	443	2015-11-22 09:59	2016-09-17 05:42	299
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.68	443	2015-11-24 20:05	2016-09-18 02:42	298
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.73	443	2015-11-22 11:15	2016-09-17 03:42	299
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.186.87	8443	2016-03-10 04:26	2016-09-17 05:50	191
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.198.101	443	2016-06-09 18:57	2016-09-17 20:44	100
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.198.46	443	2016-09-04 23:37	2016-09-17 02:18	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.2.31	443	2016-09-04 23:18	2016-09-17 01:51	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.20.162	443	2016-09-04 21:21	2016-09-17 00:29	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.208.15	443	2016-09-05 09:23	2016-09-17 13:09	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.22.114	443	2014-05-11 22:05	2016-09-17 02:49	859
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.22.150	443	2014-08-30 21:21	2016-09-17 05:03	748
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.22.151	443	2014-09-03 19:56	2016-09-17 13:47	744
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.22.74	443	2016-09-04 22:59	2016-09-17 01:38	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.233.117	443	2016-09-02 10:16	2016-09-17 21:52	15
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.242.83	443	2016-09-08 04:49	2016-09-16 07:05	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.246.148	443	2015-02-06 23:28	2016-09-16 20:35	587
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.25.141	443	2016-08-13 00:08	2016-09-19 19:16	37
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.252.20	443	2016-07-06 10:18	2016-09-16 15:17	72
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.252.33	443	2016-09-04 21:10	2016-09-17 00:14	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.252.40	443	2016-09-01 22:24	2016-09-17 18:59	15
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.252.52	443	2016-09-02 08:48	2016-09-20 02:04	17
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.255.133	443	2016-09-05 08:36	2016-09-17 12:05	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.3.104	443	2016-09-04 21:28	2016-09-17 00:23	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.3.113	443	2016-09-05 02:56	2016-09-17 05:38	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.3.132	443	2016-09-04 23:57	2016-09-17 03:02	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.3.150	443	2016-09-05 02:13	2016-09-17 04:45	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.3.203	443	2016-09-04 01:01	2016-09-17 03:56	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.4.10	443	2016-09-04 23:10	2016-09-17 02:58	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.4.100	443	2016-09-04 21:57	2016-09-17 01:17	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.91.15	443	2016-06-28 13:55	2016-09-18 04:27	81
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.191.28	443	2015-04-06 20:33	2016-09-15 23:16	528

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.195.98	993	2016-03-11 11:50	2016-09-19 00:12	191
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.28.47	443	2016-08-28 11:39	2016-09-15 23:46	18
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.0.101	993	2016-07-31 00:23	2016-09-15 20:14	46
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.0.142	443	2016-08-26 21:46	2016-09-15 23:14	20
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.0.37	443	2016-07-23 06:27	2016-09-15 23:38	54
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.1.100	443	2016-08-06 20:34	2016-09-15 23:58	40
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.1.114	443	2016-08-16 12:38	2016-09-16 00:08	30
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.130.120	443	2016-08-07 12:46	2016-09-15 18:00	39
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.140.21	443	2016-08-18 09:50	2016-09-15 18:03	28
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.140.28	443	2016-08-26 18:13	2016-09-16 07:09	20
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.140.30	443	2016-09-07 04:50	2016-09-15 11:58	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.161.92	443	2016-09-04 03:04	2016-09-16 06:54	12
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.161.94	443	2016-08-06 16:12	2016-09-15 12:04	39
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.164.94	443	2016-08-26 01:19	2016-09-15 07:00	20
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.197.28	443	2016-07-02 15:34	2016-09-19 01:00	78
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.197.33	443	2016-08-27 23:56	2016-09-15 19:38	18
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.197.39	443	2016-09-07 23:21	2016-09-16 01:13	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.197.43	443	2016-07-02 04:51	2016-09-16 06:12	76
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.197.47	443	2016-07-23 14:08	2016-09-15 09:04	53
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Log-jam)	Medium	x.x.197.70	443	2016-09-08 00:33	2016-09-16 02:42	8

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.89	443	2016-09-07 03:09	2016-09-15 05:06	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.242.201	443	2015-05-31 04:24	2016-09-15 18:03	473
SUB_ORG	SSLv3 Padding Oracle On Downgraded Legacy Encryption Vulnerability (POODLE)	Medium	x.x.191.28	443	2015-04-06 20:33	2016-09-15 23:16	528
SUB_ORG	Web Server Uses Non Random Session IDs	Medium	x.x.197.49	80	2015-10-27 00:10	2016-09-18 21:00	327
SUB_ORG	Anonymous FTP Enabled	Low	x.x.179.23	21	2016-07-13 13:01	2016-09-16 02:09	64
SUB_ORG	Anonymous FTP Enabled	Low	x.x.194.12	21	2016-05-13 04:18	2016-09-19 08:16	129
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.50	21	2015-01-07 00:57	2016-09-18 20:58	620
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.51	21	2015-01-06 20:02	2016-09-20 10:16	622
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.52	21	2015-01-06 22:28	2016-09-20 09:22	622
SUB_ORG	Anonymous FTP Enabled	Low	x.x.20.176	21	2016-08-23 18:18	2016-09-19 00:17	26
SUB_ORG	Anonymous FTP Enabled	Low	x.x.60.99	21	2016-08-14 15:34	2016-09-17 21:50	34
SAMPLE	FTP Supports Cleartext Authentication	Low	x.x.199.144	21	2016-01-27 21:46	2016-09-20 10:41	236
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.142.10	21	2016-07-23 00:43	2016-09-16 11:54	55
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.179.23	21	2016-07-13 13:01	2016-09-16 02:09	64
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.194.198	21	2014-10-12 16:02	2016-09-19 23:34	708
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.194.32	21	2014-10-28 19:13	2016-09-19 18:56	691
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.195.43	21	2016-03-11 02:50	2016-09-20 00:33	192
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.196.38	21	2014-05-24 12:42	2016-09-18 21:00	848
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.56	21	2014-08-29 01:13	2016-09-20 10:14	753
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.58	21	2014-08-23 09:08	2016-09-20 04:22	758
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.200.15	21	2014-03-01 18:23	2016-09-16 07:30	929
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.60.99	21	2016-08-14 15:34	2016-09-17 21:50	34
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.186.42	443	2016-08-28 23:18	2016-09-20 04:24	22
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.134.96	443	2016-06-15 16:36	2016-09-15 22:41	92
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.191.82	443	2016-06-17 08:08	2016-09-17 11:03	92
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.207.133	443	2016-06-30 21:40	2016-09-16 06:30	77
SAMPLE	SSH Server CBC Mode Ciphers Enabled	Low	x.x.1.28	22	2016-08-17 22:50	2016-09-18 04:35	31
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.10.10	15015	2014-08-18 13:43	2016-09-18 18:48	762
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.130.40	22	2016-08-27 22:30	2016-09-20 00:06	23
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.173.86	22	2016-03-09 07:43	2016-09-18 04:36	192
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.195.43	22	2016-03-11 02:50	2016-09-20 00:33	192
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.195.58	22	2016-05-23 20:43	2016-09-19 00:08	118

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.195.71	22	2016-03-10 05:40	2016-09-18 01:33	191
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.20.21	22	2016-01-19 00:15	2016-09-19 17:32	244
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.235.235	22	2015-05-17 21:47	2016-09-17 14:54	488
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.4.1	22	2016-01-14 19:18	2016-09-18 03:37	247
SAMPLE	SSH Weak MAC Algorithms Enabled	Low	x.x.1.28	22	2015-01-06 20:45	2016-09-18 04:35	620
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.130.40	22	2016-08-27 22:30	2016-09-20 00:06	23
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.154.80	22	2015-11-09 09:45	2016-09-17 04:07	312
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.17.24	22	2016-08-26 19:42	2016-09-14 23:06	19
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.195.43	22	2016-03-11 02:50	2016-09-20 00:33	192
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.195.58	22	2016-05-23 20:43	2016-09-19 00:08	118
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.20.21	22	2016-01-19 00:15	2016-09-19 17:32	244

B.4 Recently-Detected Vulnerabilities

This section lists the vulnerabilities that were detected since the last report, but not detected in the latest scans. The initial detection and latest detection dates are provided for each vulnerability. It is **strongly recommended** to verify if the vulnerabilities below were actively mitigated by your organization. If they were not, it is highly likely these vulnerabilities will be detected again by future scans.

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	Unsupported Unix Operating System	Critical	x.x.168.220	NA	2016-08-31 02:34	2016-09-18 20:43	18
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.17.205	21	2016-09-11 13:30	2016-09-13 23:07	2
SUB_ORG	OpenSSL Unsupported	Critical	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL Unsupported	Critical	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	SSH Protocol Version 1 Session Key Retrieval	High	x.x.20.21	22	2016-01-19 00:15	2016-09-18 16:37	243
SUB_ORG	SSH Protocol Version 1 Session Key Retrieval	High	x.x.20.22	22	2016-07-05 19:48	2016-09-17 18:21	73
SUB_ORG	Apple Mac OS X Find-By-Content .DS_Store Web Directory Listing	High	x.x.85.18	80	2016-08-26 08:44	2016-09-17 05:37	21
SUB_ORG	IPMI v2.0 Password Hash Disclosure	High	x.x.90.53	623	2016-09-11 12:25	2016-09-12 13:33	1
SUB_ORG	OpenSSL < 0.9.8w ASN.1 asn1_d2i_read_bio Memory Corruption	High	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8w ASN.1 asn1_d2i_read_bio Memory Corruption	High	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8f Multiple Vulnerabilities	High	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8p / 1.0.0b Buffer Overflow	High	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8f Multiple Vulnerabilities	High	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	OpenSSL < 0.9.8p / 1.0.0b Buffer Overflow	High	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	PHP 5.6.x < 5.6.25 Multiple Vulnerabilities	High	x.x.99.28	80	2016-09-19 10:13	2016-09-19 10:13	0
SUB_ORG	DNS Server Spoofed Request Amplification DDoS	Medium	x.x.230.10	53	2014-05-07 01:25	2016-09-15 02:13	862
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.165.10	443	2014-05-23 10:22	2016-09-14 20:08	845
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.165.10	443	2014-05-23 10:22	2016-09-14 20:08	845
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.110.202	443	2014-06-02 07:46	2016-09-14 22:55	835
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.149.227	443	2014-08-20 09:31	2016-09-16 06:11	757
SUB_ORG	Unencrypted Telnet Server	Medium	x.x.201.158	23	2014-09-01 09:31	2016-09-15 01:11	744
SUB_ORG	Unencrypted Telnet Server	Medium	x.x.201.158	24	2014-09-01 09:31	2016-09-15 01:11	744
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.191.28	443	2015-04-06 20:33	2016-09-15 23:16	528
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.191.28	443	2015-04-06 20:33	2016-09-15 23:16	528
SUB_ORG	SSLv3 Padding Oracle On Downgraded Legacy Encryption Vulnerability (POODLE)	Medium	x.x.191.28	443	2015-04-06 20:33	2016-09-15 23:16	528
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.242.201	443	2015-05-31 04:24	2016-09-15 18:03	473
SUB_ORG	F5 BIG-IP Cookie Remote Information Disclosure	Medium	x.x.243.54	443	2015-06-29 17:23	2016-09-15 17:42	444
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.195.99	993	2015-09-05 15:07	2016-09-15 02:41	375
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.254.173	443	2015-10-26 04:30	2016-09-14 23:20	324
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.134.178	443	2015-11-03 22:19	2016-09-15 07:56	316
SUB_ORG	Microsoft Windows Remote Desktop Protocol Server Man-in-the-Middle Weakness	Medium	x.x.5.195	3389	2015-11-15 20:54	2016-09-13 16:15	302
SUB_ORG	Terminal Services Doesn't Use Network Level Authentication (NLA) Only	Medium	x.x.5.195	3389	2015-11-15 20:54	2016-09-13 16:15	302
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.5.195	3389	2015-11-15 20:54	2016-09-13 16:15	302
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.5.195	3389	2015-11-15 20:54	2016-09-13 16:15	302
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.5.195	3389	2015-11-15 20:54	2016-09-13 16:15	302
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.134.178	443	2015-11-20 01:03	2016-09-15 07:56	300
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.164.7	443	2015-12-21 17:41	2016-09-12 22:27	266
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.250.213	443	2015-12-24 10:11	2016-09-13 05:14	263
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.250.213	443	2015-12-24 10:11	2016-09-13 05:14	263
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.165.31	993	2016-01-05 08:14	2016-09-16 06:07	254
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.165.31	993	2016-01-05 08:14	2016-09-16 06:07	254
SUB_ORG	Web Server Generic Cookie Injection	Medium	x.x.242.92	443	2016-02-03 04:52	2016-09-14 18:54	224
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.164.108	443	2016-02-26 20:23	2016-09-16 02:42	202
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.36.245	443	2016-03-05 00:17	2016-09-14 06:55	193
SUB_ORG	F5 BIG-IP Cookie Remote Information Disclosure	Medium	x.x.131.110	443	2016-03-19 09:32	2016-09-14 20:07	179
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.29.153	443	2016-03-20 02:16	2016-09-14 04:27	178
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.29.153	443	2016-03-20 02:16	2016-09-14 04:27	178
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.91.10	443	2016-03-25 18:12	2016-09-14 19:08	173
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.252.52	443	2016-03-28 03:56	2016-09-16 01:07	171

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.235.7	22	2016-04-09 04:51	2016-09-15 02:14	158
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.163.171	22	2016-05-14 19:00	2016-09-14 20:48	123
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.84.7	80	2016-05-15 04:19	2016-09-14 22:50	122
SUB_ORG	Web Server Generic Cookie Injection	Medium	x.x.242.76	443	2016-06-04 13:43	2016-09-16 07:15	103
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.53	443	2016-06-30 07:55	2016-09-14 20:57	76
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.43	443	2016-07-02 04:51	2016-09-16 06:12	76
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.44	443	2016-07-03 03:14	2016-09-15 00:02	73
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.81	443	2016-07-03 14:03	2016-09-13 15:02	72
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.56	443	2016-07-05 19:39	2016-09-15 00:32	71
SUB_ORG	FTP Writable Directories	Medium	x.x.102.87	21	2016-07-12 13:35	2016-09-16 05:58	65
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.162.168	21	2016-07-12 13:37	2016-09-15 13:31	64
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.162.168	21	2016-07-12 13:37	2016-09-15 13:31	64
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.233.241	443	2016-07-14 07:17	2016-09-16 03:18	63
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.162.168	21	2016-07-16 14:47	2016-09-15 13:31	60
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.163.88	80	2016-07-17 23:40	2016-09-15 19:23	59
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.0.37	443	2016-07-23 06:27	2016-09-15 23:38	54
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.45	443	2016-07-23 11:38	2016-09-14 22:33	53
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.47	443	2016-07-23 14:08	2016-09-15 09:04	53
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.31	443	2016-07-23 16:17	2016-09-14 20:33	53
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.1.101	993	2016-07-23 21:53	2016-09-15 22:13	54
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.200.15	22	2016-07-24 03:25	2016-09-16 07:30	54
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.0.101	993	2016-07-31 00:23	2016-09-15 20:14	46
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.1.142	443	2016-08-01 01:24	2016-09-14 23:18	44
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.94	443	2016-08-06 16:12	2016-09-15 12:04	39
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.1.100	443	2016-08-06 20:34	2016-09-15 23:58	40
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.165.13	443	2016-08-06 21:54	2016-09-14 21:05	38
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.130.120	443	2016-08-07 12:46	2016-09-15 18:00	39
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.64.53	8443	2016-08-10 23:38	2016-09-16 10:27	36
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.64.53	8443	2016-08-10 23:38	2016-09-16 10:27	36
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.19.251	443	2016-08-12 12:42	2016-09-15 02:45	33
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.19.251	443	2016-08-12 12:42	2016-09-15 02:45	33
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.160.88	22	2016-08-14 03:38	2016-09-12 15:40	29
SUB_ORG	Web Server Generic Cookie Injection	Medium	x.x.242.83	443	2016-08-14 18:31	2016-09-16 07:05	32
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.89	443	2016-08-15 17:25	2016-09-15 01:04	30
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.1.114	443	2016-08-16 12:38	2016-09-16 00:08	30
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.21	443	2016-08-18 09:50	2016-09-15 18:03	28
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.21	443	2016-08-18 09:50	2016-09-15 18:03	28
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.242.83	443	2016-08-18 20:24	2016-09-16 07:05	28
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.20.176	80	2016-08-19 17:16	2016-09-14 23:21	26

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.20.176	80	2016-08-19 17:16	2016-09-14 23:21	26
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.84.242	443	2016-08-19 21:42	2016-09-15 00:05	26
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.84.242	443	2016-08-19 21:42	2016-09-15 00:05	26
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.181.181	443	2016-08-24 03:19	2016-09-14 20:27	21
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.204.45	443	2016-08-24 17:27	2016-09-15 19:53	22
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.164.94	443	2016-08-26 01:19	2016-09-15 07:00	20
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.28	443	2016-08-26 18:13	2016-09-16 07:09	20
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.28	443	2016-08-26 18:13	2016-09-16 07:09	20
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.38.146	80	2016-08-26 20:50	2016-09-13 20:53	18
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.38.146	443	2016-08-26 20:50	2016-09-13 20:53	18
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.0.142	443	2016-08-26 21:46	2016-09-15 23:14	20
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.50.78	80	2016-08-27 00:31	2016-09-14 22:46	18
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.99	443	2016-08-27 02:45	2016-09-12 14:17	16
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.163.173	22	2016-08-27 17:28	2016-09-14 23:28	18
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.33	443	2016-08-27 23:56	2016-09-15 19:38	18
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.85	443	2016-08-28 00:48	2016-09-14 23:46	17
SUB_ORG	Apache Server ETag Header Information Disclosure	Medium	x.x.23.86	80	2016-08-28 00:55	2016-09-14 23:42	17
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.181.180	443	2016-08-28 01:18	2016-09-15 00:59	17
SUB_ORG	Backup Files Disclosure	Medium	x.x.165.61	80	2016-08-28 02:20	2016-09-16 00:39	18
SUB_ORG	SSL Version 2 and 3 Protocol Detection	Medium	x.x.28.47	443	2016-08-28 11:39	2016-09-15 23:46	18
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.244.143	443	2016-08-28 18:52	2016-09-14 23:09	17
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.128.61	22	2016-08-29 04:49	2016-09-15 00:46	16
SUB_ORG	Terminal Services Doesn't Use Network Level Authentication (NLA) Only	Medium	x.x.181.62	3389	2016-08-29 08:09	2016-09-15 00:53	16
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.181.62	3389	2016-08-29 08:09	2016-09-15 00:53	16
SUB_ORG	Microsoft Windows Remote Desktop Protocol Server Man-in-the-Middle Weakness	Medium	x.x.181.62	3389	2016-08-29 08:09	2016-09-15 00:53	16
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.181.62	3389	2016-08-29 08:09	2016-09-15 00:53	16
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.181.62	3389	2016-08-29 08:09	2016-09-15 00:53	16
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.78	443	2016-09-01 10:07	2016-09-12 22:25	11
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.161.126	443	2016-09-01 12:24	2016-09-15 01:05	13
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.214	443	2016-09-01 13:37	2016-09-15 14:40	14
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.214	443	2016-09-01 13:37	2016-09-15 14:40	14
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.39	443	2016-09-01 18:42	2016-09-15 00:56	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.165.13	443	2016-09-02 03:49	2016-09-14 21:05	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.53	443	2016-09-02 06:15	2016-09-14 20:57	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.31	443	2016-09-02 06:41	2016-09-14 20:33	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.129.16	443	2016-09-02 07:44	2016-09-14 20:36	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.129.16	443	2016-09-02 07:44	2016-09-14 20:36	12

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.25	443	2016-09-02 13:48	2016-09-15 17:42	13
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.25	443	2016-09-02 13:48	2016-09-15 17:42	13
SUB_ORG	HTTP TRACE / TRACK Methods Allowed	Medium	x.x.50.78	80	2016-09-02 19:23	2016-09-14 22:46	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.205	443	2016-09-02 23:49	2016-09-15 12:04	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.205	443	2016-09-02 23:49	2016-09-15 12:04	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.156.111	443	2016-09-03 14:37	2016-09-15 17:24	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.131.75	443	2016-09-03 21:24	2016-09-16 00:27	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.233.241	443	2016-09-04 00:23	2016-09-16 03:18	12
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.161.92	443	2016-09-04 03:04	2016-09-16 06:54	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.242.76	443	2016-09-04 04:14	2016-09-16 07:15	12
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.242.76	443	2016-09-04 04:14	2016-09-16 07:15	12
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.179.211	443	2016-09-04 11:38	2016-09-12 15:34	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.179.211	443	2016-09-04 11:38	2016-09-12 15:34	8
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.199.223	443	2016-09-04 21:03	2016-09-12 22:33	8
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.199.223	443	2016-09-04 21:03	2016-09-12 22:33	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.103.240	443	2016-09-04 22:25	2016-09-13 00:23	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.103.240	443	2016-09-04 22:25	2016-09-13 00:23	8
SAMPLE	SSL Certificate Cannot Be Trusted	Medium	x.x.199.238	443	2016-09-04 22:35	2016-09-13 00:09	8
SAMPLE	SSL Self-Signed Certificate	Medium	x.x.199.238	443	2016-09-04 22:35	2016-09-13 00:09	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.57	443	2016-09-04 22:49	2016-09-13 00:56	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.57	443	2016-09-04 22:49	2016-09-13 00:56	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.108	443	2016-09-04 23:06	2016-09-13 01:03	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.108	443	2016-09-04 23:06	2016-09-13 01:03	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.32	443	2016-09-04 23:16	2016-09-13 01:16	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.32	443	2016-09-04 23:16	2016-09-13 01:16	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.162.169	443	2016-09-05 01:20	2016-09-13 04:41	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.162.169	443	2016-09-05 01:20	2016-09-13 04:41	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.156.35	25	2016-09-05 02:09	2016-09-13 03:41	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.162	443	2016-09-05 03:22	2016-09-13 05:07	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.162	443	2016-09-05 03:22	2016-09-13 05:07	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.42	443	2016-09-05 13:27	2016-09-13 16:41	8
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.42	443	2016-09-05 13:27	2016-09-13 16:41	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.36	443	2016-09-05 13:54	2016-09-13 17:31	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.89	443	2016-09-07 03:09	2016-09-15 05:06	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.89	443	2016-09-07 03:09	2016-09-15 05:06	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.140.30	443	2016-09-07 04:50	2016-09-15 11:58	8
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.140.30	443	2016-09-07 04:50	2016-09-15 11:58	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.38.148	443	2016-09-07 05:55	2016-09-15 08:16	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.38.148	443	2016-09-07 05:55	2016-09-15 08:16	8

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.39	443	2016-09-07 23:21	2016-09-16 01:13	8
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.70	443	2016-09-08 00:33	2016-09-16 02:42	8
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.242.83	443	2016-09-08 04:49	2016-09-16 07:05	8
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.242.83	443	2016-09-08 04:49	2016-09-16 07:05	8
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.181.62	3389	2016-09-10 23:46	2016-09-15 00:53	4
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.166.179	443	2016-09-11 10:48	2016-09-15 11:49	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.166.179	443	2016-09-11 10:48	2016-09-15 11:49	4
SUB_ORG	SSL Certificate Signed Using Weak Hashing Algorithm	Medium	x.x.90.53	443	2016-09-11 12:25	2016-09-13 14:37	2
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.90.53	443	2016-09-11 12:25	2016-09-13 14:37	2
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.55.244	443	2016-09-11 16:48	2016-09-15 17:44	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.55.244	443	2016-09-11 16:48	2016-09-15 17:44	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.203.67	443	2016-09-11 23:45	2016-09-16 00:31	4
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.3.80	443	2016-09-11 23:47	2016-09-16 00:41	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.3.80	443	2016-09-11 23:47	2016-09-16 00:41	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.85.74	443	2016-09-12 10:34	2016-09-16 11:25	4
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.10.200	443	2016-09-12 10:34	2016-09-16 11:25	4
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.10.200	443	2016-09-12 10:34	2016-09-16 11:25	4
SUB_ORG	SSL Null Cipher Suites Supported	Medium	x.x.254.34	2468	2016-09-12 12:55	2016-09-12 12:55	0
SUB_ORG	SSL Weak Cipher Suites Supported	Medium	x.x.254.34	2468	2016-09-12 12:55	2016-09-12 12:55	0
SUB_ORG	SSL/TLS EXPORT_DHE <= 512-bit Export Cipher Suites Supported (Logjam)	Medium	x.x.254.34	2468	2016-09-12 12:55	2016-09-12 12:55	0
SUB_ORG	SSL/TLS EXPORT_RSA <= 512-bit Cipher Suites Supported (FREAK)	Medium	x.x.254.34	2468	2016-09-12 12:55	2016-09-12 12:55	0
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.254.34	2468	2016-09-12 12:55	2016-09-12 12:55	0
SUB_ORG	Web Server Generic Cookie Injection	Medium	x.x.90.53	80	2016-09-12 13:33	2016-09-12 13:33	0
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.216.200	801	2016-09-12 14:41	2016-09-12 14:41	0
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.73	443	2016-09-12 16:16	2016-09-12 16:16	0
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.140.81	443	2016-09-13 15:02	2016-09-13 15:02	0
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.242.87	443	2016-09-13 16:59	2016-09-13 16:59	0
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.242.87	443	2016-09-13 16:59	2016-09-13 16:59	0
SUB_ORG	SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	x.x.242.87	443	2016-09-13 16:59	2016-09-13 16:59	0
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.164.3	443	2016-09-14 10:07	2016-09-14 10:07	0
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.131.16	443	2016-09-16 01:14	2016-09-16 01:14	0
SUB_ORG	SSL Self-Signed Certificate	Medium	x.x.131.16	443	2016-09-16 01:14	2016-09-16 01:14	0
SUB_ORG	SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	x.x.197.66	443	2016-09-16 03:56	2016-09-16 03:56	0
SUB_ORG	SSL Certificate Cannot Be Trusted	Medium	x.x.197.66	443	2016-09-16 03:56	2016-09-16 03:56	0
SUB_ORG	SSH Weak Algorithms Supported	Medium	x.x.134.209	22	2016-09-16 11:13	2016-09-16 11:13	0
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zg Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8h Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	OpenSSL < 0.9.8p / 1.0.0e Double Free Vulnerability	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zg Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8h Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8x DTLS CBC Denial of Service	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8x DTLS CBC Denial of Service	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zc Multiple Vulnerabilities (POO-DLE)	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8u Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zh X509_ATTRIBUTE Memory Leak DoS	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8j Signature Spoofing	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8k Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8k Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8s Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zd Multiple Vulnerabilities (FREAK)	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8za Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8j Signature Spoofing	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8p / 1.0.0e Double Free Vulnerability	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8za Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zd Multiple Vulnerabilities (FREAK)	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zf Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zh X509_ATTRIBUTE Memory Leak DoS	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8l Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zb Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zb Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zc Multiple Vulnerabilities (POO-DLE)	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8u Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8l Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8s Multiple Vulnerabilities	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8i Denial of Service	Medium	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8i Denial of Service	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL 0.9.8 < 0.9.8zf Multiple Vulnerabilities	Medium	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.200.15	21	2014-03-01 18:23	2016-09-16 07:30	929
SUB_ORG	SSL Certificate Chain Contains RSA Keys Less Than 2048 bits	Low	x.x.110.202	443	2014-06-02 07:46	2016-09-14 22:55	835

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.34	21	2014-11-03 11:39	2016-09-19 12:43	686
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.53	21	2015-01-06 21:36	2016-09-17 18:12	619
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.50	21	2015-01-07 00:57	2016-09-18 20:58	620
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.34	21	2015-01-07 01:13	2016-09-17 20:31	619
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.57	21	2015-01-07 22:59	2016-09-19 20:01	620
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.18	21	2015-02-17 11:59	2016-09-18 22:42	579
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.84	21	2015-06-18 03:59	2016-09-19 10:46	459
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.95	21	2015-09-15 05:26	2016-09-19 21:05	370
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.73	21	2015-11-08 14:31	2016-09-19 21:47	316
SUB_ORG	Terminal Services Encryption Level is not FIPS-140 Compliant	Low	x.x.5.195	3389	2015-11-15 20:54	2016-09-13 16:15	302
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.20.21	21	2016-01-19 00:15	2016-09-17 15:52	242
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.235.7	22	2016-03-08 21:11	2016-09-15 02:14	190
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.235.7	22	2016-03-08 21:11	2016-09-15 02:14	190
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.87	21	2016-03-10 04:53	2016-09-19 10:37	193
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.95	21	2016-03-18 04:13	2016-09-17 16:26	183
SUB_ORG	FTP Supports Cleartext Authentication	Low	x.x.197.93	21	2016-05-13 13:46	2016-09-19 22:21	129
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.163.171	22	2016-05-14 19:00	2016-09-14 20:48	123
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.163.171	22	2016-05-14 19:00	2016-09-14 20:48	123
SUB_ORG	Anonymous FTP Enabled	Low	x.x.197.93	21	2016-05-16 22:04	2016-09-16 15:20	122
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.167.158	443	2016-06-15 14:48	2016-09-16 08:25	92
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.131.110	443	2016-06-16 01:13	2016-09-14 20:07	90
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.167.164	443	2016-06-18 15:35	2016-09-16 08:34	89
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.167.135	443	2016-06-21 06:56	2016-09-12 13:02	83
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.20.22	22	2016-07-05 19:48	2016-09-17 18:21	73
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.20.22	22	2016-07-05 19:48	2016-09-17 18:21	73
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.200.15	22	2016-07-24 03:25	2016-09-16 07:30	54
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.200.15	22	2016-07-24 03:25	2016-09-16 07:30	54
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.4.5	22	2016-08-13 22:03	2016-09-14 02:43	31
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.160.88	22	2016-08-14 03:38	2016-09-12 15:40	29
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.160.88	22	2016-08-14 03:38	2016-09-12 15:40	29
SUB_ORG	OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	x.x.244.143	443	2016-08-24 18:09	2016-09-14 23:09	21
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.186.38	443	2016-08-27 16:53	2016-09-14 23:47	18

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	Age Days
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.186.38	80	2016-08-27 16:53	2016-09-14 23:47	18
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.163.173	22	2016-08-27 17:28	2016-09-14 23:28	18
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.163.173	22	2016-08-27 17:28	2016-09-14 23:28	18
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.128.61	22	2016-08-29 04:49	2016-09-15 00:46	16
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.128.61	22	2016-08-29 04:49	2016-09-15 00:46	16
SUB_ORG	Terminal Services Encryption Level is not FIPS-140 Compliant	Low	x.x.181.62	3389	2016-08-29 08:09	2016-09-15 00:53	16
SUB_ORG	Transport Layer Security (TLS) Protocol CRIME Vulnerability	Low	x.x.2.50	443	2016-09-01 21:00	2016-09-13 13:30	11
SUB_ORG	OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	x.x.194.10	80	2016-09-07 06:00	2016-09-13 06:56	6
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.90.53	22	2016-09-11 12:25	2016-09-13 14:37	2
SUB_ORG	SSL Certificate Chain Contains RSA Keys Less Than 2048 bits	Low	x.x.90.53	443	2016-09-11 12:25	2016-09-13 14:37	2
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.90.53	22	2016-09-11 12:25	2016-09-13 14:37	2
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.216.200	801	2016-09-12 14:41	2016-09-12 14:41	0
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.216.200	801	2016-09-12 14:41	2016-09-12 14:41	0
SUB_ORG	SSH Server CBC Mode Ciphers Enabled	Low	x.x.134.209	22	2016-09-16 11:13	2016-09-16 11:13	0
SUB_ORG	SSH Weak MAC Algorithms Enabled	Low	x.x.134.209	22	2016-09-16 11:13	2016-09-16 11:13	0
SUB_ORG	OpenSSL < 0.9.8y Multiple Vulnerabilities	Low	x.x.60.35	80	2016-09-16 15:00	2016-09-19 05:00	2
SUB_ORG	OpenSSL < 0.9.8y Multiple Vulnerabilities	Low	x.x.60.35	443	2016-09-16 15:00	2016-09-19 05:00	2

Appendix C Detailed Findings and Recommended Mitigations by Vulnerability

This section presents detailed scan results from the network mapping and vulnerability scans. Vulnerabilities identified have a recommended mitigation solution that should be considered in order to establish or maintain a secure network.

Vulnerability	Severity	CVSS	Solution	Affected Hosts
OpenSSL Unsupported	Critical	10.0	Upgrade to a version of OpenSSL that is currently supported.	x.x.60.35
			Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server is running a version of OpenSSL that is no longer supported. Lack of support implies that no new security patches for the product will be released by the vendor. As a result, it is likely to contain security vulnerabilities.	
Unsupported Unix Operating System	Critical	10.0	Upgrade to a version of the Unix operating system that is currently supported.	x.x.168.220, x.x.38.159
			Initial Detection: 2016-08-25 20:51 UTC Latest Detection: 2016-09-20 06:39 UTC Description: According to its self-reported version number, the Unix operating system running on the remote host is no longer supported. Lack of support implies that no new security patches for the product will be released by the vendor. As a result, it is likely to contain security vulnerabilities.	
OpenSSL < 0.9.8f Multiple Vulnerabilities	High	9.3	Upgrade to OpenSSL 0.9.8f or later.	x.x.60.35
			Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote server is running a version of OpenSSL that is earlier than 0.9.8f. As such, it is affected by the following vulnerabilities : - A local attacker could perform a side-channel attack against the Montgomery multiplication code and retrieve RSA private keys. Note that this has not been exploited outside a laboratory environment. (CVE-2007-3108) - A remote attacker could execute arbitrary code by exploiting an off-by-one error in the DTLS implementation. (CVE-2007-4995)	

Vulnerability	Severity	CVSS	Solution	Affected Hosts
OpenSSH MaxAuthTries Bypass	High	8.5	Upgrade to OpenSSH 7.0 or later. Alternatively, this vulnerability can be mitigated on some Linux distributions by disabling the keyboard-interactive authentication method. This can be done on Red Hat Linux by setting 'ChallengeResponseAuthentication' to 'no' in the /etc/ssh/sshd_config configuration file and restarting the sshd service.	x.x.168.220, x.x.216.6
			Initial Detection: 2016-06-13 10:45 UTC Latest Detection: 2016-09-19 23:21 UTC Description: The remote SSH server is affected by a security bypass vulnerability due to a flaw in the keyboard-interactive authentication mechanisms. The kbdint_next_device() function in auth2-chall.c improperly restricts the processing of keyboard-interactive devices within a single connection. A remote attacker can exploit this, via a crafted keyboard-interactive 'devices' string, to bypass the normal restriction of 6 login attempts (MaxAuthTries), resulting in the ability to conduct a brute-force attack or cause a denial of service condition.	
OpenSSL < 0.9.8p / 1.0.0b Buffer Overflow	High	7.6	Upgrade to OpenSSL 0.9.8p / 1.0.0b or later.	x.x.60.35
			Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote server is running a version of OpenSSL that is earlier than 0.9.8p / 1.0.0b. If a TLS server is multithreaded and uses the SSL cache, a remote attacker could trigger a buffer overflow and crash the server or run arbitrary code.	
Apple Mac OS X Find-By-Content .DS_Store Web Directory Listing	High	7.5	- Configure your web server so as to prevent the download of .DS_Store files - Mac OS X users should configure their workstation to disable the creation of .DS_Store files on network shares.	x.x.179.41
			Initial Detection: 2016-09-07 03:28 UTC Latest Detection: 2016-09-19 20:06 UTC Description: It is possible to read a '.DS_Store' file on the remote web server. This file is created by MacOS X Finder; it is used to remember the icons position on the desktop, among other things, and contains the list of files and directories present in the remote directory. Note that deleted files may still be present in this .DS_Store file.	
OpenSSL < 0.9.8w ASN.1 asn1_d2i_read_bio Memory Corruption	High	7.5	Upgrade to OpenSSL 0.9.8w or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server is running a version of OpenSSL earlier than 0.9.8w. As such, the OpenSSL library itself is reportedly affected by a memory corruption vulnerability via an integer truncation error in the function 'asn1_d2i_read_bio' when reading ASN.1 DER format data.</p> <p>Applications using the 'BIO' or 'FILE' based functions (i.e., 'd2i*_bio' or 'd2i*_fp' functions) are affected by this issue. Also affected are 'S/MIME' or 'CMS' applications using 'SMIME_read_PKCS7' or 'SMIME_read_CMS' parsers. The OpenSSL command line utility is affected if used to handle untrusted DER formatted data.</p> <p>Note that the SSL/TLS code of OpenSSL is not affected. Also not affected are applications using memory-based ASN.1 functions (e.g., 'd2i_X509', 'd2i_PKCS12', etc.) nor are applications using only PEM functions.</p> <p>Note also that the original fix for CVE-2012-2110 in 0.9.8v was incomplete because the functions 'BUF_MEM_grow' and 'BUF_MEM_grow_clean', in file 'openssl/crypto/buffer/buffer.c', did not properly account for negative values of the argument 'len'.</p>	
SSH Protocol Version 1 Session Key Retrieval	High	7.5	Disable compatibility with version 1 of the protocol.	x.x.20.21
			<p>Initial Detection: 2016-01-19 00:15 UTC Latest Detection: 2016-09-18 16:37 UTC Description: The remote SSH daemon supports connections made using the version 1.33 and/or 1.5 of the SSH protocol.</p> <p>These protocols are not completely cryptographically safe so they should not be used.</p>	
Apache Tomcat Servlet / JSP Container Default Files	Medium	6.8	Review the files and delete those that are not needed.	x.x.38.159
			<p>Initial Detection: 2016-02-28 20:37 UTC Latest Detection: 2016-09-20 06:39 UTC Description: Example JSPs and Servlets are installed in the remote Apache Tomcat servlet / JSP container. These files should be removed as they may help an attacker uncover information about the remote Tomcat install or host itself. The example files may also contain vulnerabilities such as cross-site scripting vulnerabilities.</p>	
OpenSSL 0.9.8 < 0.9.8x DTLS CBC Denial of Service	Medium	6.8	Upgrade to OpenSSL 0.9.8x or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server is running a version of OpenSSL 0.9.8 earlier than 0.9.8x. As such, the OpenSSL library itself is reportedly affected by a denial of service vulnerability.</p> <p>An integer underflow error exists in the file 'ssl/d1_enc.c' in the function 'dtls1_enc'. When in CBC mode, DTLS record length values and explicit initialization vector length values related to DTLS packets are not handled properly, which can lead to memory corruption and application crashes.</p>	
FTP Writable Directories	Medium	6.4	Configure the remote FTP directories so that they are not world-writable.	x.x.102.87, x.x.132.40, x.x.17.243
			<p>Initial Detection: 2016-05-13 16:25 UTC Latest Detection: 2016-09-19 02:38 UTC Description: By crawling through the remote FTP server, Nessus discovered several directories were marked as being world-writable.</p> <p>This could have several negative impacts :</p> <ul style="list-style-type: none"> * Temporary file uploads are sometimes immediately available to all anonymous users, allowing the FTP server to be used as a 'drop' point. This may facilitate trading copyrighted, pornographic, or questionable material. * A user may be able to upload large files that consume disk space, resulting in a denial of service condition. * A user can upload a malicious program. If an administrator routinely checks the 'incoming' directory, they may load a document or run a program that exploits a vulnerability in client software. 	

Vulnerability	Severity	CVSS	Solution	Affected Hosts
SSL Certificate Cannot Be Trusted	Medium	6.4	Purchase or generate a proper certificate for this service.	x.x.1.46, x.x.10.139, x.x.10.180, x.x.10.189, x.x.10.200, x.x.10.61, x.x.103.111, x.x.103.112, x.x.103.113, x.x.103.231, x.x.103.245, x.x.103.246, x.x.103.252, x.x.105.120, x.x.105.142, x.x.108.118, x.x.108.123, x.x.109.88, x.x.110.201, x.x.110.60, x.x.111.83, x.x.124.22, x.x.124.50, x.x.124.55, x.x.129.17, x.x.130.135, x.x.130.161, x.x.130.166, x.x.130.170, x.x.130.68, x.x.131.127, x.x.131.16, x.x.131.19, x.x.131.239, x.x.131.28, x.x.131.75, x.x.131.92, x.x.132.60, x.x.133.62, x.x.134.178, x.x.135.111, x.x.137.204, x.x.137.205, x.x.138.131, x.x.140.18, x.x.140.19, x.x.140.206, x.x.140.21, x.x.140.22, x.x.140.25, x.x.140.27, x.x.140.28, x.x.140.35, x.x.140.38, x.x.140.42, x.x.140.90, x.x.149.227, x.x.15.18, x.x.15.21, x.x.15.6, x.x.154.69, x.x.156.110, x.x.156.111, x.x.16.143, x.x.160.223, x.x.160.251, x.x.160.60, x.x.160.71, x.x.161.102, x.x.161.104, x.x.161.105, x.x.161.118, x.x.161.121, x.x.161.122, x.x.161.123, x.x.161.127, x.x.161.128, x.x.161.89, x.x.161.92, x.x.161.94, x.x.161.97, x.x.161.98, x.x.161.99, x.x.162.153, x.x.162.168, x.x.162.170, x.x.162.172, x.x.163.54, x.x.164.108, x.x.164.31, x.x.164.46, x.x.164.49, x.x.164.73, x.x.165.12, x.x.165.201, x.x.165.31, x.x.166.101, x.x.166.111, x.x.166.114, x.x.166.117, x.x.166.12, x.x.166.121, x.x.166.13, x.x.166.130, x.x.166.131, x.x.166.133, x.x.166.135, x.x.166.137, x.x.166.14, x.x.166.148, x.x.166.15, x.x.166.157, x.x.166.16, x.x.166.160, x.x.166.161, x.x.166.164, x.x.166.165, x.x.166.166, x.x.166.167, x.x.166.168, x.x.166.170, x.x.166.173, x.x.166.176, x.x.166.178, x.x.166.179, x.x.166.18, x.x.166.180, x.x.166.181, x.x.166.19, x.x.166.20, x.x.166.21, x.x.166.22, x.x.166.23, x.x.166.25, x.x.166.26, x.x.166.37,

Vulnerability	Severity	CVSS	Solution	Affected Hosts
<p>Initial Detection: 2012-11-28 04:09 UTC Latest Detection: 2016-09-20 12:35 UTC Description: The server's X.509 certificate does not have a signature from a known public certificate authority. This situation can occur in three different ways, each of which results in a break in the chain below which certificates cannot be trusted.</p> <p>First, the top of the certificate chain sent by the server might not be descended from a known public certificate authority. This can occur either when the top of the chain is an unrecognized, self-signed certificate, or when intermediate certificates are missing that would connect the top of the certificate chain to a known public certificate authority.</p> <p>Second, the certificate chain may contain a certificate that is not valid at the time of the scan. This can occur either when the scan occurs before one of the certificate's 'notBefore' dates, or after one of the certificate's 'notAfter' dates.</p> <p>Third, the certificate chain may contain a signature that either didn't match the certificate's information, or could not be verified. Bad signatures can be fixed by getting the certificate with the bad signature to be re-signed by its issuer. Signatures that could not be verified are the result of the certificate's issuer using a signing algorithm that Nessus either does not support or does not recognize.</p> <p>If the remote host is a public host in production, any break in the chain makes it more difficult for users to verify the authenticity and identity of the web server. This could make it easier to carry out man-in-the-middle attacks against the remote host.</p>				

Vulnerability	Severity	CVSS	Solution	Affected Hosts
SSL Self-Signed Certificate	Medium	6.4	Purchase or generate a proper certificate for this service.	x.x.1.46, x.x.10.139, x.x.10.180, x.x.10.189, x.x.10.200, x.x.103.111, x.x.103.112, x.x.103.113, x.x.103.231, x.x.103.245, x.x.103.246, x.x.103.252, x.x.105.142, x.x.110.60, x.x.111.83, x.x.129.17, x.x.130.135, x.x.130.161, x.x.130.166, x.x.130.170, x.x.130.68, x.x.131.127, x.x.131.16, x.x.131.19, x.x.131.28, x.x.132.60, x.x.133.62, x.x.138.131, x.x.140.90, x.x.149.227, x.x.15.18, x.x.15.21, x.x.15.6, x.x.16.143, x.x.160.223, x.x.160.251, x.x.160.60, x.x.160.71, x.x.162.153, x.x.162.168, x.x.162.170, x.x.162.172, x.x.163.54, x.x.164.31, x.x.164.46, x.x.164.49, x.x.165.12, x.x.165.31, x.x.166.101, x.x.166.111, x.x.166.114, x.x.166.117, x.x.166.12, x.x.166.121, x.x.166.13, x.x.166.130, x.x.166.131, x.x.166.133, x.x.166.135, x.x.166.137, x.x.166.14, x.x.166.15, x.x.166.157, x.x.166.16, x.x.166.160, x.x.166.164, x.x.166.165, x.x.166.166, x.x.166.167, x.x.166.168, x.x.166.170, x.x.166.173, x.x.166.176, x.x.166.178, x.x.166.179, x.x.166.18, x.x.166.180, x.x.166.181, x.x.166.19, x.x.166.20, x.x.166.21, x.x.166.22, x.x.166.23, x.x.166.25, x.x.166.26, x.x.166.37, x.x.166.39, x.x.166.40, x.x.166.41, x.x.166.46, x.x.166.55, x.x.166.56, x.x.166.58, x.x.166.59, x.x.166.69, x.x.166.70, x.x.166.71, x.x.166.83, x.x.166.84, x.x.166.85, x.x.166.86, x.x.166.87, x.x.166.88, x.x.166.94, x.x.167.158, x.x.167.164, x.x.179.100, x.x.179.162, x.x.179.163, x.x.179.164, x.x.179.168, x.x.179.20, x.x.179.200, x.x.179.203, x.x.179.204, x.x.179.205, x.x.179.213, x.x.179.214, x.x.179.216, x.x.179.217, x.x.179.218, x.x.179.219, x.x.179.242, x.x.179.243, x.x.179.244, x.x.179.245, x.x.179.246, x.x.179.247, x.x.179.249, x.x.179.251, x.x.179.253, x.x.179.45, x.x.179.50, x.x.179.68, x.x.181.180, x.x.186.38,

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			<p>Initial Detection: 2014-05-11 22:05 UTC Latest Detection: 2016-09-20 12:35 UTC Description: The X.509 certificate chain for this service is not signed by a recognized certificate authority. If the remote host is a public host in production, this nullifies the use of SSL as anyone could establish a man-in-the-middle attack against the remote host.</p> <p>Note that this plugin does not check for certificate chains that end in a certificate that is not self-signed, but is signed by an unrecognized certificate authority.</p>	
Web Server Uses Non Random Session IDs	Medium	6.4	Configure the remote site and CGIs so as to use random session IDs.	x.x.197.28, x.x.197.38, x.x.197.49
			<p>Initial Detection: 2015-08-14 08:20 UTC Latest Detection: 2016-09-19 01:00 UTC Description: The remote web server generates a session ID for each connection. A session ID is typically used to keep track of the actions of a user while he visits a website.</p> <p>The remote server generates non-random session IDs. An attacker might use this flaw to guess the session IDs of other users and therefore steal their session.</p>	
OpenSSL < 0.9.8h Multiple Vulnerabilities	Medium	5.8	Upgrade to OpenSSL 0.9.8h or later or apply the vendor-supplied patches.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server uses a version of OpenSSL older than 0.9.8h. As such, it may be affected by the following vulnerabilities :	
			- A double-free error exists related to the handling of server name extension data and specially crafted TLS 1.0 'Client Hello' packets. This can cause application crashes. Note that successful exploitation requires that OpenSSL is compiled with the TLS server name extensions. (CVE-2008-0891)	
			- A NULL pointer dereference error exists related to anonymous Diffie-Hellman key exchange and TLS handshakes. This can be exploited by omitting the 'Server Key exchange message' from the handshake and can cause application crashes. (CVE-2008-1672)	
			- On 32-bit builds, an information disclosure vulnerability exists during certain calculations for NIST elliptic curves P-256 or P-384. This error can allow an attacker to recover the private key of the TLS server.	
			The following are required for exploitation :	
			- 32-bit build - Use of elliptic curves P-256 and/or P-384 - Either the use of ECDH family ciphers and/or the use of ECDHE family ciphers without the SSL_OP_SINGLE_ECDH_USE context option (CVE-2011-4354)	
			Note that Nessus has not attempted to verify that these issues are actually exploitable or have been patched but instead has relied on the version number found in the Server response header.	
OpenSSL < 0.9.8j Signature Spoofing	Medium	5.8	Upgrade to OpenSSL 0.9.8j or later.	x.x.60.35
			Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote server is running a version of OpenSSL that is earlier than 0.9.8j.	
			A remote attacker could implement a man-in-the-middle attack by forging an SSL/TLS signature using DSA and ECDSA keys which bypass validation of the certificate chain.	
OpenSSL < 0.9.8l Multiple Vulnerabilities	Medium	5.1	Upgrade to OpenSSL 0.9.8l or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote server is running a version of OpenSSL that is earlier than 0.9.8l. As such, it may be affected by multiple vulnerabilities :</p> <ul style="list-style-type: none"> - A remote attacker could crash the server by sending malformed ASN.1 data. This flaw only affects some architectures, Win64 and other unspecified platforms. (CVE-2009-0789) - A remote attacker could saturate the server by sending a big number of 'future epoch' DTLS records. (CVE-2009-1377) - A remote attacker could saturate the server by sending duplicate DTLS records, or DTLS records with too big sequence numbers. (CVE-2009-1378) - A remote attacker could spoof certificates by computing MD2 hash collisions. (CVE-2009-2409) 	
/doc Directory Browsable	Medium	5.0	<p>Use access restrictions for the /doc directory.</p> <p>If you use Apache you might use this in your access.conf :</p> <pre><Directory /usr/doc> AllowOverride None order deny,allow deny from all allow from localhost </Directory></pre>	x.x.194.38
			<p>Initial Detection: 2014-11-01 03:29 UTC Latest Detection: 2016-09-19 23:58 UTC Description: The /doc directory is browsable. /doc shows the contents of the /usr/doc directory, which reveals not only which programs are installed but also their versions.</p>	
Backup Files Disclosure	Medium	5.0	<p>Ensure the files do not contain any sensitive information, such as credentials to connect to a database, and delete or protect those files that should not be accessible.</p>	x.x.165.61, x.x.242.87
			<p>Initial Detection: 2016-08-28 02:20 UTC Latest Detection: 2016-09-17 18:15 UTC Description: By appending various suffixes (ie: .old, .bak, ~, etc...) to the names of various files on the remote host, it seems possible to retrieve their contents, which may result in disclosure of sensitive information.</p>	
Browsable Web Directories	Medium	5.0	<p>Make sure that browsable directories do not leak confidential informative or give access to sensitive resources. Additionally, use access restrictions or disable directory indexing for any that do.</p>	x.x.194.38
			<p>Initial Detection: 2016-03-12 05:38 UTC Latest Detection: 2016-09-19 23:58 UTC Description: Miscellaneous Nessus plugins identified directories on this web server that are browsable.</p>	

Vulnerability	Severity	CVSS	Solution	Affected Hosts
Cisco ASA AnyConnect Client Authentication Attempt Handling Information Disclosure (cisco-sa-20160115-asa)	Medium	5.0	Upgrade to the relevant fixed version referenced in Cisco bug ID CSCuo65775.	x.x.127.169
<p>Initial Detection: 2016-07-16 13:14 UTC Latest Detection: 2016-09-18 21:19 UTC Description: According to its version and configuration, the Cisco Adaptive Security Appliance (ASA) software running on the remote device is affected by an information disclosure vulnerability due to a failure to protect sensitive data during a Cisco AnyConnect client authentication attempt. An unauthenticated, remote attacker can exploit this, by attempting to authenticate to the Cisco ASA with AnyConnect, to disclose sensitive data, including the ASA software version.</p> <p>Note that the SSL VPN feature must be enabled for the device to be affected by this vulnerability.</p>				
F5 BIG-IP Cookie Remote Information Disclosure	Medium	5.0	Contact the vendor for a fix.	x.x.179.32, x.x.243.106, x.x.243.54, x.x.243.55
<p>Initial Detection: 2014-11-02 22:03 UTC Latest Detection: 2016-09-19 04:10 UTC Description: The remote host appears to be an F5 BIG-IP load balancer. The load balancer encodes the IP address of the actual web server that it is acting on behalf of within a cookie. Additionally, information after 'BIGipServer' is configured by the user and may be the logical name of the device. These values may disclose sensitive information, such as internal IP addresses and names.</p>				
FTP Server Traversal Arbitrary File Access	Medium	5.0	Contact your vendor for the latest version of the FTP software.	x.x.199.221, x.x.248.141
<p>Initial Detection: 2016-02-27 01:55 UTC Latest Detection: 2016-09-19 00:46 UTC Description: The remote FTP server allows users to browse the entire remote disk by issuing commands with traversal style characters. An attacker could exploit this flaw to gain access to arbitrary files.</p>				
Internet Key Exchange (IKE) Aggressive Mode with Pre-Shared Key	Medium	5.0	<ul style="list-style-type: none"> - Disable Aggressive Mode if supported. - Do not use Pre-Shared key for authentication if it's possible. - If using Pre-Shared key cannot be avoided, use very strong keys. - If possible, do not allow VPN connections from any IP addresses. <p>Note that this plugin does not run over IPv6.</p>	x.x.110.201, x.x.129.16, x.x.205.236, x.x.205.239
<p>Initial Detection: 2013-09-15 02:13 UTC Latest Detection: 2016-09-19 01:02 UTC Description: The remote Internet Key Exchange (IKE) version 1 service seems to support Aggressive Mode with Pre-Shared key (PSK) authentication. Such a configuration could allow an attacker to capture and crack the PSK of a VPN gateway and gain unauthorized access to private networks.</p>				

Vulnerability	Severity	CVSS	Solution	Affected Hosts
MS12-073: Vulnerabilities in Microsoft IIS Could Allow Information Disclosure (2733829) (uncredentialed check)	Medium	5.0	Microsoft has released a set of patches for Vista, 2008, 7, and 2008 R2.	x.x.196.38
			Initial Detection: 2014-05-24 12:42 UTC Latest Detection: 2016-09-18 21:00 UTC Description: The FTP service in the version of Microsoft IIS 7.0 or 7.5 on the remote Windows host is affected by a command injection vulnerability that could result in unauthorized information disclosure.	
Multiple Vendor Embedded FTP Service Any Username Authentication Bypass	Medium	5.0	Correct the FTP server's configuration so that the service handles authentication requests properly.	x.x.248.134, x.x.248.141, x.x.248.247
			Initial Detection: 2014-05-21 17:32 UTC Latest Detection: 2016-09-19 01:03 UTC Description: The FTP server running on the remote host can be accessed using a random username and password. Nessus has enabled some countermeasures to prevent other plugins from reporting vulnerabilities incorrectly because of this.	
Nonexistent Page (404) Physical Path Disclosure	Medium	5.0	Upgrade the web server to the latest version. Alternatively, re-configure the web server to disable debug reporting.	x.x.199.22
			Initial Detection: 2016-08-21 20:37 UTC Latest Detection: 2016-09-19 05:01 UTC Description: The remote web server reveals the physical path of the webroot when a nonexistent page is requested. While printing errors to the output is useful for debugging applications, this feature should be disabled on production servers.	
OpenSSL 0.9.8 < 0.9.8zg Multiple Vulnerabilities	Medium	5.0	Upgrade to OpenSSL 0.9.8gz or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server uses a version of OpenSSL 0.9.8 prior to 0.9.8zg. The OpenSSL library is, therefore, affected by the following vulnerabilities :</p> <ul style="list-style-type: none"> - A denial of service vulnerability exists when processing an ECParameters structure due to an infinite loop that occurs when a specified curve is over a malformed binary polynomial field. A remote attacker can exploit this to perform a denial of service against any system that processes public keys, certificate requests, or certificates. This includes TLS clients and TLS servers with client authentication enabled. (CVE-2015-1788) - A denial of service vulnerability exists due to improper validation of the content and length of the ASN1_TIME string by the X509_cmp_time() function. A remote attacker can exploit this, via a malformed certificate and CRLs of various sizes, to cause a segmentation fault, resulting in a denial of service condition. TLS clients that verify CRLs are affected. TLS clients and servers with client authentication enabled may be affected if they use custom verification callbacks. (CVE-2015-1789) - A NULL pointer dereference flaw exists in the PKCS#7 parsing code due to incorrect handling of missing inner 'EncryptedContent'. This allows a remote attacker, via specially crafted ASN.1-encoded PKCS#7 blobs with missing content, to cause a denial of service condition or other potential unspecified impacts. (CVE-2015-1790) - A double-free error exists due to a race condition that occurs when a NewSessionTicket is received by a multi-threaded client when attempting to reuse a previous ticket. (CVE-2015-1791) - A denial of service vulnerability exists in the CMS code due to an infinite loop that occurs when verifying a signed-Data message. A remote attacker can exploit this to cause a denial of service condition. (CVE-2015-1792) 	
OpenSSL 0.9.8 < 0.9.8zh X509_ATTRIBUTE Mem- ory Leak DoS	Medium	5.0	Upgrade to OpenSSL version 0.9.8zh or later.	x.x.60.35
			<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote host is running a version of OpenSSL 0.9.8 prior to 0.9.8zh. It is, therefore, affected by a flaw in the ASN1_TFLG_COMBINE implementation in file tasn_dec.c related to handling malformed X509_ATTRIBUTE structures. A remote attacker can exploit this to cause a memory leak by triggering a decoding failure in a PKCS#7 or CMS application, resulting in a denial of service.</p>	
OpenSSL < 0.9.8i Denial of Service	Medium	5.0	Upgrade to OpenSSL 0.9.8i or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote server is running a version of OpenSSL that is earlier than 0.9.8i. A remote attacker can crash the server by sending a DTLS ChangeCipherSpec packet before the ClientHello.	
OpenSSL < 0.9.8k Multiple Vulnerabilities	Medium	5.0	Upgrade to OpenSSL version 0.9.8k or later.	x.x.60.35
			Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote server is running a version of OpenSSL prior to 0.9.8k. It is, therefore, affected by multiple vulnerabilities : - A denial of service vulnerability exists in the ASN1_STRING_print_ex() function due to improper string handling. A remote attacker can exploit this to cause an invalid memory access and application crash. (CVE-2009-0590) - A flaw exists in the CMS_verify() function due to improper handling of errors associated with malformed signed attributes. A remote attacker can exploit this to repudiate a signature that originally appeared to be valid but was actually invalid. (CVE-2009-0591) - A denial of service vulnerability exists due to improper handling of malformed ASN.1 structures. A remote attacker can exploit this to cause an invalid memory access and application crash. (CVE-2009-0789) - A memory leak exists in the SSL_free() function in ssl_lib.c. A remote attacker can exploit this to exhaust memory resources, resulting in a denial of service condition. (CVE-2009-5146)	
OpenSSL < 0.9.8s Multiple Vulnerabilities	Medium	5.0	Upgrade to OpenSSL 0.9.8s or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server is running a version of OpenSSL older than 0.9.8s. Such versions have the following vulnerabilities :</p> <ul style="list-style-type: none"> - An error exists related to ECDSA signatures and binary curves. The implementation of curves over binary fields could allow a remote, unauthenticated attacker to determine private key material via timing attacks. (CVE-2011-1945) - The Datagram Transport Layer Security (DTLS) implementation is vulnerable to plaintext recovery attacks when decrypting in CBC mode. (CVE-2011-4108) - A double-free error exists during a policy check failure if the flag 'X509_V_FLAG_POLICY_CHECK' is set. (CVE-2011-4109) - An error exists related to SSLv3.0 records that can lead to disclosure of uninitialized memory because the library does not clear all bytes used as block cipher padding. (CVE-2011-4576) - An error exists related to RFC 3779 processing that can allow denial of service attacks. Note that this functionality is not enabled by default and must be configured at compile time via the 'enable-rfc3779' option. (CVE-2011-4577) - An error exists related to handshake restarts for server gated cryptography (SGC) that can allow denial of service attacks. (CVE-2011-4619) 				
OpenSSL < 0.9.8u Multiple Vulnerabilities	Medium	5.0	Upgrade to OpenSSL 0.9.8u or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server uses an OpenSSL version prior to 0.9.8u. As such, it is reportedly affected by the following vulnerabilities :</p> <ul style="list-style-type: none"> - An error exists in the function 'mime_hdr_cmp' that could allow a NULL pointer to be dereferenced when parsing certain MIME headers. (CVE-2006-7250) - The fix for CVE-2011-4619 was not complete. - An error exists in the Cryptographic Message Syntax (CMS) and PKCS #7 implementation such that data can be decrypted using Million Message Attack (MMA) adaptive chosen cipher text attack. (CVE-2012-0884) - An error exists in the function 'mime_param_cmp' in the file 'crypto/asn1/asn_mime.c' that can allow a NULL pointer to be dereferenced when handling certain S/MIME content. (CVE-2012-1165) <p>Note that SSL/TLS applications are not necessarily affected, but those using CMS, PKCS #7 and S/MIME decryption operations are.</p>	
SSL Certificate Expiry	Medium	5.0	Purchase or generate a new SSL certificate to replace the existing one.	x.x.111.83, x.x.154.69, x.x.156.110, x.x.156.111
			<p>Initial Detection: 2016-03-17 13:22 UTC Latest Detection: 2016-09-19 18:16 UTC Description: This plugin checks expiry dates of certificates associated with SSL- enabled services on the target and reports whether any have already expired.</p>	
SSL Certificate Signed Using Weak Hashing Algorithm	Medium	5.0	Contact the Certificate Authority to have the certificate reissued.	x.x.16.143, x.x.179.68, x.x.196.52, x.x.20.29, x.x.224.19, x.x.248.91, x.x.25.141, x.x.25.26, x.x.254.254, x.x.74.22, x.x.91.15
			<p>Initial Detection: 2015-09-23 22:54 UTC Latest Detection: 2016-09-20 02:38 UTC Description: The remote service uses an SSL certificate chain that has been signed using a cryptographically weak hashing algorithm (e.g. MD2, MD4, MD5, or SHA1). These signature algorithms are known to be vulnerable to collision attacks. An attacker can exploit this to generate another certificate with the same digital signature, allowing an attacker to masquerade as the affected service.</p> <p>Note that this plugin reports all SSL certificate chains signed with SHA-1 that expire after January 1, 2017 as vulnerable. This is in accordance with Google's gradual sunsetting of the SHA-1 cryptographic hash algorithm.</p> <p>Note that certificates in the chain that are contained in the Nessus CA database have been ignored.</p>	

Vulnerability	Severity	CVSS	Solution	Affected Hosts
SSL Version 2 and 3 Protocol Detection	Medium	5.0	Consult the application's documentation to disable SSL 2.0 and 3.0. Use TLS 1.1 (with approved cipher suites) or higher instead.	x.x.139.105, x.x.191.28, x.x.195.98, x.x.28.47, x.x.90.34
			Initial Detection: 2015-04-06 20:33 UTC Latest Detection: 2016-09-19 09:40 UTC Description: The remote service accepts connections encrypted using SSL 2.0 and/or SSL 3.0. These versions of SSL are affected by several cryptographic flaws. An attacker can exploit these flaws to conduct man-in-the-middle attacks or to decrypt communications between the affected service and clients. NIST has determined that SSL 3.0 is no longer acceptable for secure communications. As of the date of enforcement found in PCI DSS v3.1, any version of SSL will not meet the PCI SSC'S definition of 'strong cryptography'.	
Squid Malformed Host Name Error Message Information Disclosure	Medium	5.0	Apply the vendor released patch, for squid it is located here: www.squid-cache.org . You can also protect yourself by enabling access lists on your proxy.	x.x.22.143
			Initial Detection: 2014-05-24 23:29 UTC Latest Detection: 2016-09-18 21:05 UTC Description: The remote host running a Squid proxy on this port. There is a vulnerability in the remote version of this software which may allow an attacker to disclose the content of its memory by causing the use of a freed pointer.	
Apache HTTP Server httpOnly Cookie Information Disclosure	Medium	4.3	Upgrade to Apache version 2.0.65 / 2.2.22 or later.	x.x.197.58, x.x.197.60, x.x.197.62
			Initial Detection: 2016-05-20 10:16 UTC Latest Detection: 2016-09-19 19:48 UTC Description: The version of Apache HTTP Server running on the remote host is affected by an information disclosure vulnerability. Sending a request with HTTP headers long enough to exceed the server limit causes the web server to respond with an HTTP 400. By default, the offending HTTP header and value are displayed on the 400 error page. When used in conjunction with other attacks (e.g., cross-site scripting), this could result in the compromise of httpOnly cookies.	
Apache Server ETag Header Information Disclosure	Medium	4.3	Modify the HTTP ETag header of the web server to not include file inodes in the ETag header calculation. Refer to the linked Apache documentation for more information.	x.x.102.26, x.x.130.108, x.x.133.127, x.x.154.68, x.x.160.223, x.x.163.170, x.x.163.88, x.x.164.196, x.x.168.173, x.x.173.109, x.x.195.98, x.x.195.99, x.x.197.18, x.x.197.58, x.x.197.62, x.x.197.66, x.x.198.221, x.x.198.222, x.x.243.241, x.x.243.242, x.x.243.36, x.x.243.37, x.x.243.38, x.x.3.154, x.x.38.226, x.x.84.7

Vulnerability	Severity	CVSS	Solution	Affected Hosts
				Initial Detection: 2016-01-26 05:04 UTC Latest Detection: 2016-09-20 09:08 UTC Description: The remote web server is affected by an information disclosure vulnerability due to the ETag header providing sensitive information that could aid an attacker, such as the inode number of requested files.
HTTP TRACE / TRACK Methods Allowed	Medium	4.3	Disable these methods. Refer to the plugin output for more information.	x.x.111.83, x.x.130.135, x.x.133.127, x.x.163.54, x.x.163.56, x.x.179.163, x.x.179.168, x.x.186.55, x.x.194.198, x.x.194.32, x.x.195.98, x.x.195.99, x.x.196.52, x.x.197.58, x.x.197.60, x.x.197.62, x.x.198.185, x.x.255.198, x.x.38.159, x.x.38.226, x.x.57.130
				Initial Detection: 2015-09-05 15:07 UTC Latest Detection: 2016-09-20 12:12 UTC Description: The remote web server supports the TRACE and/or TRACK methods. TRACE and TRACK are HTTP methods that are used to debug web server connections.
OpenSSL 0.9.8 < 0.9.8za Multiple Vulnerabilities	Medium	4.3	Upgrade to OpenSSL 0.9.8za or later.	x.x.60.35
				Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server uses a version of OpenSSL 0.9.8 prior to 0.9.8za. The OpenSSL library is, therefore, reportedly affected by the following vulnerabilities :
				- An error exists related to the implementation of the Elliptic Curve Digital Signature Algorithm (ECDSA) that could allow nonce disclosure via the 'FLUSH+RELOAD' cache side-channel attack. (CVE-2014-0076)
				- A buffer overflow error exists related to invalid DTLS fragment handling that could lead to execution of arbitrary code. Note this issue only affects OpenSSL when used as a DTLS client or server. (CVE-2014-0195)
				- An error exists related to DTLS handshake handling that could lead to denial of service attacks. Note this issue only affects OpenSSL when used as a DTLS client. (CVE-2014-0221)
				- An unspecified error exists that could allow an attacker to cause usage of weak keying material leading to simplified man-in-the-middle attacks. (CVE-2014-0224)
				- An unspecified error exists related to anonymous ECDH ciphersuites that could allow denial of service attacks. Note this issue only affects OpenSSL TLS clients. (CVE-2014-3470)
OpenSSL 0.9.8 < 0.9.8zb Multiple Vulnerabilities	Medium	4.3	Upgrade to OpenSSL 0.9.8zb or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server uses a version of OpenSSL 0.9.8 prior to 0.9.8zb. The OpenSSL library is, therefore, affected by the following vulnerabilities :</p> <ul style="list-style-type: none"> - A memory double-free error exists related to handling DTLS packets that allows denial of service attacks. (CVE-2014-3505) - An unspecified error exists related to handling DTLS handshake messages that allows denial of service attacks due to large amounts of memory being consumed. (CVE-2014-3506) - A memory leak error exists related to handling specially crafted DTLS packets that allows denial of service attacks. (CVE-2014-3507) - An error exists related to 'OBJ_obj2txt' and the pretty printing 'X509_name_*' functions which leak stack data, resulting in an information disclosure. (CVE-2014-3508) - A NULL pointer dereference error exists related to handling anonymous ECDH cipher suites and crafted handshake messages that allow denial of service attacks against clients. (CVE-2014-3510) 	Medium	4.3	Upgrade to OpenSSL 0.9.8zc or later.	x.x.60.35
<p>OpenSSL 0.9.8 < 0.9.8zc Multiple Vulnerabilities (POODLE)</p> <p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server uses a version of OpenSSL 0.9.8 prior to 0.9.8zc. The OpenSSL library is, therefore, affected by the following vulnerabilities :</p> <ul style="list-style-type: none"> - An error exists related to the way SSL 3.0 handles padding bytes when decrypting messages encrypted using block ciphers in cipher block chaining (CBC) mode. A man-in-the-middle attacker can decrypt a selected byte of a cipher text in as few as 256 tries if they are able to force a victim application to repeatedly send the same data over newly created SSL 3.0 connections. This is also known as the 'POODLE' issue. (CVE-2014-3566) - An error exists related to session ticket handling that can allow denial of service attacks via memory leaks. (CVE-2014-3567) - An error exists related to the build configuration process and the 'no-ssl3' build option that allows servers and clients to process insecure SSL 3.0 handshake messages. (CVE-2014-3568) 				

Vulnerability	Severity	CVSS	Solution	Affected Hosts
OpenSSL 0.9.8 < 0.9.8zd Multiple Vulnerabilities (FREAK)	Medium	4.3	Upgrade to OpenSSL 0.9.8zd or later.	x.x.60.35
<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server uses a version of OpenSSL 0.9.8 prior to 0.9.8zd. The OpenSSL library is, therefore, affected by the following vulnerabilities :</p> <ul style="list-style-type: none"> - A NULL pointer dereference flaw exists when the SSLv3 option isn't enabled and an SSLv3 ClientHello is received. This allows a remote attacker, using an unexpected handshake, to crash the daemon, resulting in a denial of service. (CVE-2014-3569) - The BIGNUM squaring (BN_sqr) implementation does not properly calculate the square of a BIGNUM value. This allows remote attackers to defeat cryptographic protection mechanisms. (CVE-2014-3570) - A NULL pointer dereference flaw exists with dtls1_get_record() when handling DTLS messages. A remote attacker, using a specially crafted DTLS message, can cause a denial of service. (CVE-2014-3571) - A flaw exists with ECDH handshakes when using an ECDSA certificate without a ServerKeyExchange message. This allows a remote attacker to trigger a loss of forward secrecy from the ciphersuite. (CVE-2014-3572) - A flaw exists when accepting non-DER variations of certificate signature algorithms and signature encodings due to a lack of enforcement of matches between signed and unsigned portions. A remote attacker, by including crafted data within a certificate's unsigned portion, can bypass fingerprint-based certificate-blacklist protection mechanisms. (CVE-2014-8275) - A security feature bypass vulnerability, known as FREAK (Factoring attack on RSA-EXPORT Keys), exists due to the support of weak EXPORT_RSA cipher suites with keys less than or equal to 512 bits. A man-in-the-middle attacker may be able to downgrade the SSL/TLS connection to use EXPORT_RSA cipher suites which can be factored in a short amount of time, allowing the attacker to intercept and decrypt the traffic. (CVE-2015-0204) 				
OpenSSL 0.9.8 < 0.9.8zf Multiple Vulnerabilities	Medium	4.3	Upgrade to OpenSSL 0.9.8zf or later.	x.x.60.35

Vulnerability	Severity	CVSS	Solution	Affected Hosts
<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server uses a version of OpenSSL 0.9.8 prior to 0.9.8zf. The OpenSSL library is, therefore, affected by the following vulnerabilities :</p> <ul style="list-style-type: none"> - A use-after-free condition exists in the <code>d2i_ECPrivateKey()</code> function due to improper processing of malformed EC private key files during import. A remote attacker can exploit this to dereference or free already freed memory, resulting in a denial of service or other unspecified impact. (CVE-2015-0209) - An invalid read flaw exists in the <code>ASN1_TYPE_cmp()</code> function due to improperly performed boolean-type comparisons. A remote attacker can exploit this, via a crafted X.509 certificate to an endpoint that uses the certificate-verification feature, to cause an invalid read operation, resulting in a denial of service. (CVE-2015-0286) - A flaw exists in the <code>ASN1_item_ex_d2i()</code> function due to a failure to reinitialize 'CHOICE' and 'ADB' data structures when reusing a structure in ASN.1 parsing. This allows a remote attacker to cause an invalid write operation and memory corruption, resulting in a denial of service. (CVE-2015-0287) - A NULL pointer dereference flaw exists in the <code>X509_to_X509_REQ()</code> function due to improper processing of certificate keys. This allows a remote attacker, via a crafted X.509 certificate, to cause a denial of service. (CVE-2015-0288) - A NULL pointer dereference flaw exists in the PKCS#7 parsing code due to incorrect handling of missing outer ContentInfo. This allows a remote attacker, using an application that processes arbitrary PKCS#7 data and providing malformed data with ASN.1 encoding, to cause a denial of service. (CVE-2015-0289) - A flaw exists in servers that both support SSLv2 and enable export cipher suites due to improper implementation of SSLv2. A remote attacker can exploit this, via a crafted CLIENT-MASTER-KEY message, to cause a denial of service. (CVE-2015-0293) - A key disclosure vulnerability exists in the SSLv2 implementation in the <code>get_client_master_key()</code> function due to the acceptance of a nonzero CLIENT-MASTER-KEY CLEAR-KEY-LENGTH value for an arbitrary cipher. A man-in-the-middle attacker can exploit this to determine the MASTER-KEY value and decrypt TLS ciphertext data by leveraging a Bleichenbacher RSA padding oracle. (CVE-2016-0703) - An information disclosure vulnerability exists in the SSLv2 implementation in the <code>get_client_master_key()</code> function due to incorrectly overwriting MASTER-KEY bytes during use of export cipher suites. A remote attacker can exploit this to create a Bleichenbacher oracle. (CVE-2016-0704) 				

Vulnerability	Severity	CVSS	Solution	Affected Hosts
OpenSSL < 0.9.8p / 1.0.0e Double Free Vulnerability	Medium	4.3	Upgrade to OpenSSL 0.9.8p / 1.0.0e or later.	x.x.60.35
<p>Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote server is running a version of OpenSSL that is earlier than 0.9.8p / 1.0.0e.</p> <p>A remote attacker could crash client software when using ECDH. The impact of this vulnerability is not clear; arbitrary code could be run too.</p> <p>Note that OpenSSL changelog only reports a fix for 0.9.8p. 1.0.0a is definitely vulnerable. Gentoo reports a fix for 1.0.0e but it covers other flaws.NVD reports 0.9.7 as vulnerable too but does not give any fixed version.</p>				
SSH Weak Algorithms Supported	Medium	4.3	Contact the vendor or consult product documentation to remove the weak ciphers.	x.x.10.10, x.x.104.91, x.x.106.120, x.x.111.109, x.x.128.59, x.x.128.66, x.x.130.40, x.x.134.209, x.x.136.112, x.x.150.80, x.x.154.52, x.x.16.22, x.x.163.170, x.x.168.220, x.x.191.11, x.x.195.43, x.x.195.57, x.x.195.58, x.x.195.61, x.x.20.111, x.x.20.112, x.x.20.113, x.x.20.116, x.x.20.122, x.x.200.15, x.x.200.186, x.x.216.6, x.x.254.21, x.x.66.51, x.x.89.5, x.x.89.93, x.x.91.20
<p>Initial Detection: 2016-04-09 02:58 UTC Latest Detection: 2016-09-20 07:27 UTC Description: Nessus has detected that the remote SSH server is configured to use the Arcfour stream cipher or no cipher at all. RFC 4253 advises against using Arcfour due to an issue with weak keys.</p>				
SSL RC4 Cipher Suites Supported (Bar Mitzvah)	Medium	4.3	Reconfigure the affected application, if possible, to avoid use of RC4 ciphers. Consider using TLS 1.2 with AES-GCM suites subject to browser and web server support.	x.x.134.178, x.x.139.105, x.x.140.21, x.x.140.28, x.x.140.30, x.x.149.227, x.x.162.168, x.x.186.55, x.x.191.28, x.x.242.78, x.x.242.83, x.x.242.92, x.x.25.26, x.x.252.40, x.x.252.52, x.x.38.163, x.x.56.76, x.x.56.88, x.x.90.34
<p>Initial Detection: 2014-01-17 01:10 UTC Latest Detection: 2016-09-19 20:47 UTC Description: The remote host supports the use of RC4 in one or more cipher suites. The RC4 cipher is flawed in its generation of a pseudo-random stream of bytes so that a wide variety of small biases are introduced into the stream, decreasing its randomness.</p> <p>If plaintext is repeatedly encrypted (e.g., HTTP cookies), and an attacker is able to obtain many (i.e., tens of millions) ciphertexts, the attacker may be able to derive the plaintext.</p>				

Vulnerability	Severity	CVSS	Solution	Affected Hosts
SSL/TLS Diffie-Hellman Modulus <= 1024 Bits (Logjam)	Medium	4.3	Reconfigure the service to use a unique Diffie-Hellman moduli of 2048 bits or greater.	x.x.0.101, x.x.0.142, x.x.0.37, x.x.1.100, x.x.1.101, x.x.1.114, x.x.130.120, x.x.140.21, x.x.140.28, x.x.140.30, x.x.161.92, x.x.161.94, x.x.161.98, x.x.164.94, x.x.197.28, x.x.197.30, x.x.197.33, x.x.197.34, x.x.197.39, x.x.197.41, x.x.197.43, x.x.197.47, x.x.197.54, x.x.197.66, x.x.197.70, x.x.197.89, x.x.242.201
			Initial Detection: 2015-05-31 04:24 UTC Latest Detection: 2016-09-19 01:00 UTC Description: The remote host allows SSL/TLS connections with one or more Diffie-Hellman moduli less than or equal to 1024 bits. Through cryptanalysis, a third party may be able to find the shared secret in a short amount of time (depending on modulus size and attacker resources). This may allow an attacker to recover the plaintext or potentially violate the integrity of connections.	
SSLv3 Padding Oracle On Downgraded Legacy Encryption Vulnerability (POODLE)	Medium	4.3	Disable SSLv3. Services that must support SSLv3 should enable the TLS Fallback SCSV mechanism until SSLv3 can be disabled.	x.x.191.28, x.x.90.34
			Initial Detection: 2015-04-06 20:33 UTC Latest Detection: 2016-09-19 09:40 UTC Description: The remote host is affected by a man-in-the-middle (MitM) information disclosure vulnerability known as POODLE. The vulnerability is due to the way SSL 3.0 handles padding bytes when decrypting messages encrypted using block ciphers in cipher block chaining (CBC) mode. MitM attackers can decrypt a selected byte of a cipher text in as few as 256 tries if they are able to force a victim application to repeatedly send the same data over newly created SSL 3.0 connections. As long as a client and service both support SSLv3, a connection can be 'rolled back' to SSLv3, even if TLSv1 or newer is supported by the client and service. The TLS Fallback SCSV mechanism prevents 'version rollback' attacks without impacting legacy clients; however, it can only protect connections when the client and service support the mechanism. Sites that cannot disable SSLv3 immediately should enable this mechanism. This is a vulnerability in the SSLv3 specification, not in any particular SSL implementation. Disabling SSLv3 is the only way to completely mitigate the vulnerability.	
TLS Padding Oracle Information Disclosure Vulnerability (TLS POODLE)	Medium	4.3	Contact the vendor for an update.	x.x.90.34

Vulnerability	Severity	CVSS	Solution	Affected Hosts
			Initial Detection: 2016-08-30 02:20 UTC Latest Detection: 2016-09-19 09:40 UTC Description: The remote host is affected by a man-in-the-middle (MitM) information disclosure vulnerability known as POODLE. The vulnerability is due to the TLS server not verifying block cipher padding when using a cipher suite that employs a block cipher such as AES and DES. The lack of padding checking can allow encrypted TLS traffic to be decrypted. This vulnerability could allow for the decryption of HTTPS traffic by an unauthorized third party.	
Web Server Generic 3xx Redirect	Medium	4.3	Contact the web server vendor for a fix.	x.x.22.10
			Initial Detection: 2016-07-16 01:05 UTC Latest Detection: 2016-09-18 20:29 UTC Description: The remote web server is configured to redirect users using a HTTP 302, 303 or 307 response. However, the server can redirect to a domain that includes components included in the original request. A remote attacker could exploit this by crafting a URL which appears to resolve to the remote server, but redirects to a malicious location.	
Web Server Generic Cookie Injection	Medium	4.3	Contact the vendor for a patch or upgrade.	x.x.242.76, x.x.242.78, x.x.242.83, x.x.242.87
			Initial Detection: 2016-06-04 13:43 UTC Latest Detection: 2016-09-18 17:43 UTC Description: The remote host is running a web server that fails to adequately sanitize request strings of malicious JavaScript. By leveraging this issue, an attacker may be able to inject arbitrary cookies. Depending on the structure of the web application, it may be possible to launch a 'session fixation' attack using this mechanism. Please note that : - Nessus did not check if the session fixation attack is feasible. - This is not the only vector of session fixation.	

Vulnerability	Severity	CVSS	Solution	Affected Hosts
FTP Supports Cleartext Authentication	Low	2.6	Switch to SFTP (part of the SSH suite) or FTPS (FTP over SSL/TLS). In the latter case, configure the server so that control connections are encrypted.	x.x.102.87, x.x.109.5, x.x.110.29, x.x.142.10, x.x.143.64, x.x.154.95, x.x.154.96, x.x.160.226, x.x.161.81, x.x.162.11, x.x.163.129, x.x.163.40, x.x.179.23, x.x.191.11, x.x.194.198, x.x.194.30, x.x.194.32, x.x.194.41, x.x.195.100, x.x.195.43, x.x.195.58, x.x.195.61, x.x.195.72, x.x.195.82, x.x.196.38, x.x.197.16, x.x.197.18, x.x.197.40, x.x.197.42, x.x.197.45, x.x.197.51, x.x.197.52, x.x.197.53, x.x.197.56, x.x.197.57, x.x.197.58, x.x.197.59, x.x.197.66, x.x.197.75, x.x.197.84, x.x.197.85, x.x.197.87, x.x.197.88, x.x.197.92, x.x.197.95, x.x.197.96, x.x.199.131, x.x.199.144, x.x.199.218, x.x.199.221, x.x.20.176, x.x.200.15, x.x.255.72, x.x.255.73, x.x.60.99, x.x.91.230, x.x.94.145
			Initial Detection: 2014-03-01 18:23 UTC Latest Detection: 2016-09-20 12:29 UTC Description: The remote FTP server allows the user's name and password to be transmitted in cleartext, which could be intercepted by a network sniffer or a man-in-the-middle attack.	
OpenSSL < 0.9.8y Multiple Vulnerabilities	Low	2.6	Upgrade to OpenSSL 0.9.8y or later.	x.x.60.35
			Initial Detection: 2016-09-16 15:00 UTC Latest Detection: 2016-09-19 05:00 UTC Description: According to its banner, the remote web server is running a version of OpenSSL prior to 0.9.8y. The OpenSSL library is, therefore, reportedly affected by the following vulnerabilities :	
			- An error exists related to the handling of OCSP response verification that could allow denial of service attacks. (CVE-2013-0166)	
			- An error exists related to the SSL/TLS/DTLS protocols, CBC mode encryption and response time. An attacker could obtain plaintext contents of encrypted traffic via timing attacks. (CVE-2013-0169)	
OpenSSL < 1.1.0 Default Weak 64-bit Block Cipher (SWEET32)	Low	2.6	Upgrade to OpenSSL version 1.1.0 or later, and ensure all 64-bit block ciphers are disabled. Note that upgrading to OpenSSL 1.1.0 does not completely mitigate this vulnerability; it simply disables the vulnerable 64-bit block ciphers by default.	x.x.130.135, x.x.130.161, x.x.186.42, x.x.194.10, x.x.194.56, x.x.199.130, x.x.255.72, x.x.255.73, x.x.38.146, x.x.79.89

Vulnerability	Severity	CVSS	Solution	Affected Hosts
				<p>Initial Detection: 2016-08-26 20:50 UTC Latest Detection: 2016-09-20 04:24 UTC Description: According to its banner, the version of OpenSSL running on the remote host is prior to 1.1.0. It is, therefore, affected by a vulnerability, known as SWEET32, in the 3DES and Blowfish algorithms due to the use of weak 64-bit block ciphers by default. A man-in-the-middle attacker who has sufficient resources can exploit this vulnerability, via a 'birthday' attack, to detect a collision that leaks the XOR between the fixed secret and a known plaintext, allowing the disclosure of the secret text, such as secure HTTPS cookies, and possibly resulting in the hijacking of an authenticated session.</p>
OpenSSL AES-NI Padding Oracle MitM Information Disclosure	Low	2.6	Upgrade to OpenSSL version 1.0.1t / 1.0.2h or later.	x.x.133.127, x.x.134.96, x.x.135.111, x.x.167.158, x.x.167.164, x.x.167.184, x.x.191.235, x.x.191.82, x.x.207.133, x.x.25.26, x.x.64.48, x.x.64.49
				<p>Initial Detection: 2016-06-15 12:21 UTC Latest Detection: 2016-09-19 13:43 UTC Description: The remote host is affected by a man-in-the-middle (MitM) information disclosure vulnerability due to an error in the implementation of ciphersuites that use AES in CBC mode with HMAC-SHA1 or HMAC-SHA256. The implementation is specially written to use the AES acceleration available in x86/amd64 processors (AES-NI). The error messages returned by the server allow allow a man-in-the-middle attacker to conduct a padding oracle attack, resulting in the ability to decrypt network traffic.</p>
SSH Server CBC Mode Ciphers Enabled	Low	2.6	Contact the vendor or consult product documentation to disable CBC mode cipher encryption, and enable CTR or GCM cipher mode encryption.	x.x.1.28, x.x.10.10, x.x.100.12, x.x.104.91, x.x.106.120, x.x.111.109, x.x.128.59, x.x.128.66, x.x.130.40, x.x.133.42, x.x.134.205, x.x.134.209, x.x.136.112, x.x.150.80, x.x.154.52, x.x.16.22, x.x.161.24, x.x.163.170, x.x.168.220, x.x.173.86, x.x.179.205, x.x.186.88, x.x.19.100, x.x.191.11, x.x.194.105, x.x.195.108, x.x.195.43, x.x.195.57, x.x.195.58, x.x.195.61, x.x.195.71, x.x.20.111, x.x.20.112, x.x.20.113, x.x.20.116, x.x.20.122, x.x.20.21, x.x.200.15, x.x.200.186, x.x.216.13, x.x.216.6, x.x.235.106, x.x.235.235, x.x.254.21, x.x.4.1, x.x.4.11, x.x.4.12, x.x.4.13, x.x.4.5, x.x.64.249, x.x.66.51, x.x.89.5, x.x.89.93, x.x.91.20

Vulnerability	Severity	CVSS	Solution	Affected Hosts
				<p>Initial Detection: 2014-01-16 00:47 UTC Latest Detection: 2016-09-20 07:27 UTC Description: The SSH server is configured to support Cipher Block Chaining (CBC) encryption. This may allow an attacker to recover the plaintext message from the ciphertext.</p> <p>Note that this plugin only checks for the options of the SSH server and does not check for vulnerable software versions.</p>
SSH Weak MAC Algorithms Enabled	Low	2.6	Contact the vendor or consult product documentation to disable MD5 and 96-bit MAC algorithms.	x.x.1.28, x.x.104.91, x.x.106.120, x.x.111.109, x.x.122.250, x.x.128.59, x.x.128.66, x.x.130.40, x.x.133.42, x.x.134.205, x.x.134.209, x.x.136.112, x.x.143.22, x.x.150.80, x.x.154.52, x.x.154.66, x.x.154.69, x.x.154.79, x.x.154.80, x.x.154.81, x.x.154.83, x.x.16.22, x.x.161.24, x.x.163.170, x.x.168.220, x.x.17.24, x.x.179.205, x.x.186.87, x.x.186.88, x.x.190.11, x.x.191.11, x.x.195.43, x.x.195.57, x.x.195.58, x.x.195.61, x.x.195.63, x.x.20.111, x.x.20.112, x.x.20.113, x.x.20.116, x.x.20.122, x.x.20.21, x.x.200.15, x.x.200.186, x.x.216.13, x.x.216.6, x.x.254.21, x.x.254.34, x.x.64.249, x.x.66.51, x.x.89.5, x.x.89.93, x.x.91.20
				<p>Initial Detection: 2014-02-06 23:46 UTC Latest Detection: 2016-09-20 07:27 UTC Description: The remote SSH server is configured to allow either MD5 or 96-bit MAC algorithms, both of which are considered weak.</p> <p>Note that this plugin only checks for the options of the SSH server, and it does not check for vulnerable software versions.</p>
SSL Anonymous Cipher Suites Supported	Low	2.6	Reconfigure the affected application if possible to avoid use of weak ciphers.	x.x.164.40

Vulnerability	Severity	CVSS	Solution	Affected Hosts
Web Server HTTP Header Internal IP Disclosure	Low	2.6	None	x.x.249.169
Web Server PROPFIND Method Internal IP Disclosure	Low	2.6	Consult Microsoft's KB article for steps to resolve the issue.	x.x.199.22
X Server Detection	Low	2.6	Restrict access to this port. If the X11 client/server facility is not used, disable TCP support in X11 entirely (-nolisten tcp).	x.x.154.173

Vulnerability	Severity	CVSS	Solution	Affected Hosts
Anonymous FTP Enabled	Low	0.0	Disable anonymous FTP if it is not required. Routinely check the FTP server to ensure sensitive content is not available.	x.x.102.87, x.x.103.115, x.x.110.29, x.x.124.16, x.x.128.37, x.x.128.58, x.x.128.59, x.x.128.61, x.x.128.64, x.x.132.240, x.x.132.40, x.x.142.10, x.x.143.64, x.x.160.203, x.x.160.226, x.x.160.251, x.x.163.129, x.x.163.40, x.x.17.205, x.x.17.243, x.x.179.109, x.x.179.111, x.x.179.23, x.x.191.11, x.x.194.12, x.x.194.20, x.x.194.40, x.x.194.56, x.x.194.59, x.x.195.58, x.x.197.18, x.x.197.40, x.x.197.50, x.x.197.51, x.x.197.52, x.x.197.57, x.x.199.131, x.x.199.196, x.x.199.221, x.x.199.232, x.x.20.176, x.x.20.84, x.x.248.134, x.x.248.141, x.x.248.247, x.x.255.36, x.x.255.38, x.x.255.39, x.x.60.99, x.x.91.230, x.x.94.145
			Initial Detection: 2013-10-26 08:26 UTC Latest Detection: 2016-09-20 12:29 UTC Description: This FTP service allows anonymous logins. Any remote user may connect and authenticate without providing a password or unique credentials. This allows a user to access any files made available on the FTP server.	
SSL Certificate Chain Contains RSA Keys Less Than 2048 bits	Low	0.0	Replace the certificate in the chain with the RSA key less than 2048 bits in length with a longer key, and reissue any certificates signed by the old certificate.	x.x.110.201, x.x.111.83, x.x.160.71, x.x.196.52
			Initial Detection: 2014-06-04 13:53 UTC Latest Detection: 2016-09-19 08:25 UTC Description: At least one of the X.509 certificates sent by the remote host has a key that is shorter than 2048 bits. According to industry standards set by the Certification Authority/Browser (CA/B) Forum, certificates issued after January 1, 2014 must be at least 2048 bits. Some browser SSL implementations may reject keys less than 2048 bits after January 1, 2014. Additionally, some SSL certificate vendors may revoke certificates less than 2048 bits before January 1, 2014. Note that Nessus will not flag root certificates with RSA keys less than 2048 bits if they were issued prior to December 31, 2010, as the standard considers them exempt.	

Appendix D Critical and High Vulnerability Mitigations by IP Address

This section presents detailed scan results, ordered by host, from the network mapping and vulnerability scans. Only high and critical vulnerabilities are displayed. Vulnerabilities identified have a recommended mitigation solution that should be considered in order to establish or maintain a secure network.

Owner	Host	Port(s)	Vulnerability	Severity	Solution
SUB_ORG	x.x.60.35	80, 443	OpenSSL Unsupported	Critical	Upgrade to a version of OpenSSL that is currently supported.
SUB_ORG	x.x.168.220	NA	Unsupported Unix Operating System	Critical	Upgrade to a version of the Unix operating system that is currently supported.
SUB_ORG	x.x.38.159	NA	Unsupported Unix Operating System	Critical	Upgrade to a version of the Unix operating system that is currently supported.
SUB_ORG	x.x.179.41	80	Apple Mac OS X Find-By-Content .DS_Store Web Directory Listing	High	- Configure your web server so as to prevent the download of .DS_Store files - Mac OS X users should configure their workstation to disable the creation of .DS_Store files on network shares.
SUB_ORG	x.x.168.220	22	OpenSSH MaxAuthTries Bypass	High	Upgrade to OpenSSH 7.0 or later. Alternatively, this vulnerability can be mitigated on some Linux distributions by disabling the keyboard-interactive authentication method. This can be done on Red Hat Linux by setting 'ChallengeResponseAuthentication' to 'no' in the /etc/ssh/sshd_config configuration file and restarting the sshd service.
SUB_ORG	x.x.216.6	22	OpenSSH MaxAuthTries Bypass	High	Upgrade to OpenSSH 7.0 or later. Alternatively, this vulnerability can be mitigated on some Linux distributions by disabling the keyboard-interactive authentication method. This can be done on Red Hat Linux by setting 'ChallengeResponseAuthentication' to 'no' in the /etc/ssh/sshd_config configuration file and restarting the sshd service.
SUB_ORG	x.x.60.35	80, 443	OpenSSL < 0.9.8f Multiple Vulnerabilities	High	Upgrade to OpenSSL 0.9.8f or later.
SUB_ORG	x.x.60.35	80, 443	OpenSSL < 0.9.8p / 1.0.0b Buffer Overflow	High	Upgrade to OpenSSL 0.9.8p / 1.0.0b or later.
SUB_ORG	x.x.60.35	80, 443	OpenSSL < 0.9.8w ASN.1 asn1_d2i_read_bio Memory Corruption	High	Upgrade to OpenSSL 0.9.8w or later.
SUB_ORG	x.x.20.21	22	SSH Protocol Version 1 Session Key Retrieval	High	Disable compatibility with version 1 of the protocol.

Appendix E False Positive Findings

This section lists findings that SAMPLE asserted to NCATS to be false positive (i.e. data that incorrectly indicates a vulnerability is present). If SAMPLE would like to report findings for false positive consideration, please submit an email through your designated technical point of contact with an analysis and evidence indicating how SAMPLE determined the finding is a false positive. Unless NCATS determines the submission is insufficient, NCATS will leave the determination for what constitutes a false positive to report recipients. False positive status expires by default 365 days after the false positive was marked as such by NCATS. When a finding's false positive status expires, the finding will be removed from this section. If the finding is then re-detected, its status should be reviewed.

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	False Positive Effective	False Positive Expiration
SUB_ORG	Microsoft Windows Server 2003 Unsupported Installation Detection	Critical	x.x.199.21	NA	2015-07-21 06:00	2015-09-10 15:06	2015-08-21	2016-12-01
SUB_ORG	Apple Mac OS X Find-By-Content .DS_Store Web Directory Listing	High	x.x.84.77	80	2014-09-01 11:19	2016-09-18 13:56	2015-10-14	2016-12-01
SUB_ORG	Apple Mac OS X Find-By-Content .DS_Store Web Directory Listing	High	x.x.65.49	443	2016-03-12 14:01	2016-09-20 09:22	2016-07-25	2017-07-25
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.22	21	2014-11-06 13:18	2016-07-01 01:34	2015-08-05	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.50	21	2014-11-02 22:11	2016-09-19 23:40	2015-08-05	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.25	21	2014-10-14 13:54	2016-06-27 10:35	2015-08-05	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.57	21	2014-10-28 02:49	2016-09-20 09:07	2015-08-07	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.24	21	2014-11-06 05:41	2016-07-10 18:43	2015-07-21	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.60	21	2014-10-27 02:47	2016-06-21 13:48	2015-08-05	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.26	21	2014-10-29 16:25	2016-06-27 16:08	2015-08-05	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.28	21	2014-08-24 10:59	2016-06-22 17:37	2015-07-21	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.40	21	2015-01-31 17:14	2016-09-19 10:02	2015-07-21	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.51	21	2014-10-12 13:16	2016-09-17 02:24	2015-08-11	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.23	21	2015-01-06 23:09	2016-06-28 12:23	2015-08-07	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.53	21	2014-10-25 04:59	2016-09-20 01:22	2015-07-21	2016-12-01

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	False Positive Effective	False Positive Expiration
SUB_ORG	OpenSSH MaxAuthTries Bypass	High	x.x.122.97	22	2015-09-26 10:44	2016-07-26 21:14	2016-01-13	2017-01-12
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.18	21	2015-02-21 12:10	2016-09-20 01:07	2015-08-05	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.52	21	2014-10-28 04:58	2016-09-19 06:03	2015-08-24	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.58	21	2014-11-05 03:03	2016-09-19 14:45	2015-08-24	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.27	21	2014-08-29 05:30	2016-06-20 21:19	2015-08-07	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.34	21	2015-01-12 16:43	2016-09-20 01:54	2015-09-03	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.66	21	2014-09-03 06:45	2016-09-19 11:41	2015-08-24	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.29	21	2014-10-26 23:43	2016-06-22 01:26	2015-08-17	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.59	21	2015-05-16 18:06	2016-09-18 20:20	2015-08-05	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.56	21	2015-06-22 03:41	2016-09-09 15:14	2015-08-05	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.73	21	2016-04-19 05:03	2016-09-19 21:47	2016-05-18	2017-05-18
SUB_ORG	SSH Protocol Version 1 Session Key Retrieval	High	x.x.169.12	22	2016-03-06 01:55	2016-09-19 21:07	2016-06-16	2017-06-16
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.93	21	2016-05-13 00:19	2016-09-19 09:03	2016-05-18	2017-05-18
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.85	21	2015-10-08 09:20	2016-09-15 15:49	2016-03-23	2017-03-23
SUB_ORG	SSH Protocol Version 1 Session Key Retrieval	High	x.x.169.11	22	2016-01-03 19:05	2016-09-19 20:05	2016-06-08	2017-06-08
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.84	21	2015-06-18 03:59	2016-09-18 08:52	2015-07-21	2016-12-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.88	21	2015-12-16 00:46	2016-09-19 12:47	2016-03-22	2017-03-22
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.99	21	2016-06-08 19:19	2016-09-19 21:11	2016-06-17	2017-06-17
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.96	21	2016-01-05 10:44	2016-09-19 21:36	2016-04-01	2017-04-01
SUB_ORG	HP StorageWorks MSA P2000 Default Credentials	Critical	x.x.197.92	21	2016-06-13 15:27	2016-09-19 20:19	2016-06-24	2017-06-24

Owner	Vulnerability	Severity	Host	Port	Initial Detection (UTC)	Latest Detection (UTC)	False Positive Effective	False Positive Expiration
SUB_ORG	HP StorageWorks MSA P2000 De-fault Credentials	Critical	x.x.197.95	21	2016-03-17 14:19	2016-09-19 21:05	2016-03-22	2017-03-22
SUB_ORG	HP StorageWorks MSA P2000 De-fault Credentials	Critical	x.x.197.87	21	2016-03-16 07:27	2016-09-16 16:23	2016-03-22	2017-03-22
SUB_ORG	HP StorageWorks MSA P2000 De-fault Credentials	Critical	x.x.197.42	21	2016-03-13 01:59	2016-09-19 17:06	2016-03-22	2017-03-22

Appendix F Frequently Asked Questions

This section seeks to answer the most frequently asked questions about Cyber Hygiene reports.

1. "I think the vulnerability listed in my report is a false positive. Can you remove it from my report?"

- If you believe a finding to be in error, you can submit a false positive assertion to ncats_info@hq.dhs.gov which should include the following:
 - The name of the vulnerability
 - IP address and port
 - Your analysis and supporting evidence

NCATS will review and perform our own analysis. This will not include exploiting a vulnerability, but may include actively sending packets to the host in question.

- If our research appears to confirm your analysis, the vulnerability will be marked as a false positive for that host and will stop appearing in the main body of report for 1 year. Vulnerabilities marked as 'false positive' will be reported in Appendix E: False Positive Findings, along with the name and date of the individual who submitted the request to us.
 - NCATS reserves the right to assert that certain findings are not false positives, and when false positive assertions are accepted by NCATS, that acceptance should not be construed as validation that a finding is in fact a false positive.
- 2. "Can I get the data you created this report from in CSV?"**

- Certainly! See Appendix G: Attachments.

3. "I fixed a vulnerability listed in my report. Can you rescan to verify?"

- CyHy automatically rescans whenever a vulnerability is detected, so there is no need to notify us that you've fixed something. If we can no longer detect the vulnerability, it will be listed in Appendix B.1: Mitigated Vulnerabilities.

4. "The DHS Binding Operational Directive 15-01 (BOD) requires my agency to fix Critical vulnerabilities within 30 days. If we can't do that, who do we contact and what needs to be sent?"

- For all questions or submissions related to the BOD, please email fnr.bod@hq.dhs.gov.
- To be clear, if a Critical vulnerability
 - is less than 30 days old and your agency can fix it before it hits 30 days old, nothing needs to be sent to DHS.
 - can't or won't be fixed within 30 days (or it's already older than 30 days), fnr.bod@hq.dhs.gov should be sent a document that provides the following information
 - (a) a detailed justification outlining any barriers to expedited mitigation,
 - (b) the steps you are taking to get to a resolution, and
 - (c) a timeframe for mitigation.
- Remediation of the Critical vulnerability will be validated when our scans no longer detect the vulnerability, not through an assessment of or concurrence with your submitted plan of action and milestones. Even with the submission of a POA&M, the vulnerability will continue to be listed on your CyHy report until remediated (i.e., it will not be marked as a false positive).

5. "Can I add my third-party hosted/managed servers?"

- Yes, and we recommend that you do so, but we request that you obtain authorization/consent before we begin scanning them. DHS does not require documentation from your third-parties.

6. "Why do the host counts in my Cyber Hygiene report not match the number of known Internet-facing end points on my network?"

- This is likely due to a difference in what we're defining as a host. CyHy considers a device a host if there is at least one open port/service operating at the address. When we scan, any number of things can occur that make it appear that nothing is at that address (e.g., our scans are blocked by host or network filters, the device is down for maintenance, packets are dropped or lost en route, etc.).

- The intent of CyHy is to find vulnerabilities, not count hosts, and our metrics should not be relied upon as a verified host count of your organization. The weekly hosts count should be taken as an estimate. If, however, there are no or extremely low host counts reported when there are known active hosts, it is possible that the CyHy scans are being blocked.

7. "I've added a new host and your scans are not picking it up."

- CyHy is not scanning your entire IP scope every week. If you've stood up a new server in a range that we only recently scanned and found nothing in, it's possible that the new server would not appear for nearly 90 days. If you want the new host to be scanned immediately, you can email ncats_info@hq.dhs.gov and we'll manually scan it, which will add it to your weekly report.

8. "I'm getting SSL/TLS certificate vulnerabilities that I think are incorrect."

- In our scans, we will use the Mozilla trust store. NCATS will not accept any other roots. This is done as a matter of practice and principle: as practice, because maintaining private roots from our various stakeholders is operationally infeasible; as principle, because our scans aim to ensure that the user of your services is protected. The Mozilla trust store is generally representative of a 'lowest common denominator' in what a public-serving site can reasonably expect of those users whose devices they do not manage.
- Ensure that the root your certificate is issued from is included in the Mozilla root store. You should also verify that the intermediate certificates are presented with your site certificate. This allows the scanner to validate the certificate's chain of trust.
- Though the site is Federal Government-centric, tons of great information can be found at <https://cio.gov> regarding Hypertext Transfer Protocol Secure (HTTPS), much of which is applicable for SSL/TLS more generally.

9. "Can you scan my IPv6 addresses?"

- There is currently no ETA for CyHy to scan IPv6 addresses.

10. "Can you scan this list of domains for me?"

- For vulnerability scanning, CyHy does not presently scan domain names directly, but we expect to do so in FY17.

11. "How can I change who receives my Cyber Hygiene report?"







- The CyHy report will be delivered to a single address. Most organizations set up a distribution address which takes incoming mail and delivers it to individual mailboxes. NCATS strongly recommends this approach because it allows your organization to grant access to the report to whomever you'd like, as well as manage the change control of employees onboarding or leaving. If you need to change the distro we mail to, email us at ncats_info@hq.dhs.gov.

12. "Can I change the password for my report?"

- If you need to request a new password for your report, email us at ncats_info@hq.dhs.gov. Please let us know if you'd like the password texted, delivered over the phone (note if voicemail is ok), or just emailed back.

Appendix G Attachments

If your PDF viewer supports embedded attachments you will see paperclip icons below for each attached file.

-  findings.csv : Detailed list of all vulnerability findings for each IP address and port.
-  recently-detected.csv : List of all vulnerabilities detected since the last report, but not detected in the latest scans.
-  services.csv : List of all discovered services and the associated IP address and port.
-  hosts.csv : List of hosts discovered with IP address, best-guess OS identification, and hostname if available.
-  scope.csv : List of IP addresses that were in scope for this report.
-  false-positive-findings.csv : List of all reported false positive vulnerability findings.

Appendix H Glossary and Acronyms

Glossary

- active vulnerability** A vulnerability that was detected in the most recent scan of a host used for this report. 8, 15
- false positive** Any normal or expected behavior that is identified in this report as a potentially exploitable vulnerability. 7, 15, 83, 86, 88
- host** A device that has at least one open port/listening service. 5, 7, 11, 12, 14–16, 19, 82, 86, 88
- initial detection** The initial point in time when Cyber Hygiene scans identified a vulnerability. This date is used to calculate the vulnerability's age. 8, 9, 12, 23, 30, 34, 44
- IP address** A numerical label that identifies each device using the Internet Protocol to communicate over a network. 86
- latest detection** The most recent time when Cyber Hygiene scans identified a particular vulnerability. 30, 34, 44
- mitigation detection** The date when a previously identified vulnerability was no longer detected by Cyber Hygiene scans. 23
- service** An application running at the network application layer that provides communications capabilities across an IP computer network. 5, 11, 12, 18, 88
- severity** Please review the following guide for vulnerability severity scoring information: <https://www.first.org/cvss/v2/guide>. 5, 12, 16, 19, 21
- vulnerability** A weakness in an information system, system security procedures, internal controls, or implementation that could be exploited by a threat source. 5, 7–9, 11, 12, 15, 16, 18–21, 23, 30, 34, 44, 53, 82, 83, 86, 88
- vulnerability age** The time between a vulnerability's initial detection date and its latest detection date. 8, 9, 12
- vulnerable host** A host with at least one vulnerability detected on the most recent scan used for this report. 19

Acronyms

- CS&C** Office of Cybersecurity and Communications [<https://www.dhs.gov/office-cybersecurity-and-communications>]. 11
- CSV** Comma-Separated Values. 5, 11, 86
- CVE** Common Vulnerabilities and Exposures; for more information refer to <https://cve.mitre.org/about/faqs.html>. 12
- CVSS** Common Vulnerability Scoring System; for more information refer to <https://www.first.org/cvss/v2>. 3, 12, 15, 16
- CyHy** Cyber Hygiene. 5, 7–11, 13, 15, 17, 20, 86, 87
- DHS** Department of Homeland Security [<https://www.dhs.gov>]. 7, 11, 86
- HTTPS** Hypertext Transfer Protocol Secure. 87
- IP** Internet Protocol. 11, 87, 88
- IT** Information Technology. 7

NCATS National Cybersecurity Assessments and Technical Services. 7, 11, 12, 15, 20, 83, 86, 87

NCCIC National Cybersecurity and Communications Integration Center [<https://www.dhs.gov/about-national-cybersecurity-communications-integration-center>]. 11

NO&I NCCIC Operations and Integration. 11

NPPD National Protection and Programs Directorate [<https://www.dhs.gov/national-protection-and-programs-directorate>]. 11

NVD National Vulnerability Database; for more information refer to <https://nvd.nist.gov>. 12

OS Operating System. 11, 88

RRS Risk Rating System. 16

SAMPLE Sample Organization. 5, 7–11, 14, 15, 18–20, 83

TCP Transmission Control Protocol. 11



CYBER HYGIENE

Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems

The National Cybersecurity & Communications Integration Center (NCCIC) of the Department of Homeland Security (DHS), under authority of the Homeland Security Act (6 U.S.C. § 101 et seq., esp. 6 U.S.C. § 148) would like to gain authorization from Escambia County Board of County Commission (ECBCC) to conduct continuous network and vulnerability scanning of ECBCC's publicly accessible networks and systems.

The goals of these activities are to:

1. Catalog ECBCC's publicly accessible networks and systems, including services running and version/patch levels
2. Identify vulnerabilities on ECBCC's publicly accessible networks and systems
3. Identify potential configuration issues with ECBCC's public facing networks and systems
4. Maintain tactical awareness of the operational risks and cyber health of individual entities
5. Inform the government's common operational view of cyberspace
6. Integrate relevant information, analysis, and vulnerability assessments, in order to identify priorities for protective and support measures regarding potential or actual threats
7. Provide "early warning" of specific actionable vulnerabilities to ECBCC

DHS activities will originate from IP addresses that will be made known to (ECBCC). DHS will also notify ECBCC should the IP addresses change.

Scanning will be openly attributable to the authorized scanning source, and should be detected by ECBCC's network monitoring solutions. Connections and data will be sent to ECBCC's publicly facing networks and systems. The process has been designed to be as non-obtrusive as possible – scheduling, intensity and frequency have been carefully planned to minimize the possibility of service disruption.

Activities under this authorization will be limited to scanning; no attempts to connect to ECBCC's internal network, penetrate ECBCC's systems, or monitor ECBCC's network traffic will be made under this authorization.

NOTE: If a third-party, such as a Managed Security Services Provider (MSSP) or Security Operations Center (SOC), operates or maintains ECBCC's public and/or leased IP range, make sure that such third parties are promptly notified and authorize in writing the scanning activity. Forward the written third-party authorization along with ECBCC's authorization to the DHS Point of Contact listed below. If any such third party should fail to authorize in writing the scanning activity, promptly notify the DHS point of contact listed below.



In a separate Appendix to this authorization ECBCC will provide: the point of contact for activities performed under this authorization; an email address for the delivery of reports; the public IP addresses relating to this activity; and any other relevant information. ECBCC may provide updates to this information from time to time, in writing.

DHS acknowledges that ECBCC may withdraw this authorization at any time for any reason.

The DHS Point of Contact for this activity can be reached at NCATS_info@hq.dhs.gov.

By signing below, the approving ECBCC official agrees to the following:

- ECBCC authorizes DHS to conduct the scanning activities described above;
- ECBCC agrees to promptly notify and secure written authorization for the scanning activities described above from any third-party, such as a MSSP or SOC, that operates or maintains ECBCC's public and/or leased IP range, and to forward that authorization to DHS;
- ECBCC accepts that, while DHS teams will use their best efforts to conduct scans in a way that minimizes risk to ECBCC's systems and networks, the scanning activities described above create some risk of degradation in performance to ECBCC's systems and networks;
- ECBCC accepts all risks to its systems and networks for the activities described above;
- ECBCC acknowledges that DHS provides no warranties of any kind relating to any aspect of the assistance provided under this authorization;
- ECBCC accepts the risk of any damage that may result from implementing any guidance provided by DHS;
- ECBCC hereby holds harmless the U.S. Government and those acting on its behalf from any and all claims arising out of or in any way related to this authorization; and
- ECBCC has authorized you to make the above certifications on its behalf.

Signature: _____
 Name: Grover C. Robinson, IV Date: _____
 Title: Chairman, Escambia County Board of County Commissioners
 Entity: Escambia County Board of County Commissioners
 City: Pensacola County: Escambia State: FL

ATTEST: PAM CHILDERS
 Clerk Of The Circuit Court
 BY _____
 DEPUTY CLERK

Approved as to form and legal
 sufficiency.
 By/Title: [Signature]
 Date: 11/9/10



Appendix A
*Authorization to Conduct Continuous Scans
of Public-Facing Networks and Systems*

ECBCC provides the following information to facilitate the authorized scanning activities:

Please provide a **technical point of contact** at ECBCC for the NCCIC team to follow-up with:

Name: Roy A. Davis
Email: radavis@myescambia.com
Phone: (850) 595-4995

We recommend your organization **create/use a distribution list** email address to receive our reports. This allows your organization to manage the recipients of our report. *We will only deliver reports to a single address.*

Distro email: Server_Support_Staff@myescambia.com

Your report will be encrypted with a password which we will provide to you. How would you like this password delivered (select one)?



Phone (tech POC)

- Text/SMS
- Call, leave voicemail
- Call, but don't leave a voicemail



Email

- Tech POC
- Distro POC

Enter your organization's **public IPv4 addresses** in CIDR notation:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11354 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 11/17/2016

Issue: Hold Harmless and Indemnification Agreement for Pensacola Winterfest, Inc.

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Hold Harmless and Indemnification Agreement for Pensacola Winterfest, Inc. - Jack R. Brown, County Administrator

That the Board approve the Hold Harmless and Indemnification Agreement for Pensacola Winterfest, Inc., to use the exterior of the plaza entrances of the Ernie Lee Magaha Government Building located at 221 Palafox Place and the main entrance and basement of the Escambia County Old Courthouse building located at 223 Palafox Place during the Pensacola Winterfest event on the following dates: November 19-20, 25-27, 2016; and December 2-4, 9-11, 16-24, 2016.

BACKGROUND:

In order to use a County facility, a Hold Harmless Agreement(s) is prepared with the Agency/Agencies requesting the use. Pensacola Winterfest, Inc., has requested the use of the exterior plaza entrances of the Ernie Lee Magaha Government Building located at 221 Palafox Place and the main entrance and basement of the Escambia County Old Courthouse building located at 223 Palafox Place, during the Pensacola Winterfest event occurring on the following dates: November 19-20, 25-27, 2016; and December 2-4, 9-11, 16-24, 2016.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement was written and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Winterfest, Inc., will coordinate with David Wheeler, Director, Facilities Management, and the County Administrator's Office on the installation and removal of the Christmas decorations.

Attachments

Hold Harmless and Indemnification Agreement Pensacola Winterfest, Inc.

206 10 20 Letter from Denise Daughtry RE Winterfest of Pensacola

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Pensacola Winterfest, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Winterfest"), whose principal address is 226 East Intendencia Street, Pensacola, Florida 32502, and whose federal employer identification number is 20-1079497 (each being at times referred to as "Party" or Parties").

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Use of Premises.** Subject to the terms and conditions set forth herein, Winterfest shall be permitted to use the exterior of the plaza entrances of the Ernie Lee Magaha Government Building located at 221 Palafox Place and the main entrance and basement of the Escambia County Old Courthouse building located at 223 Palafox Place, (hereinafter collectively referred to as the "Premises") during the **Pensacola Winterfest Event** occurring on the following dates: November 19-20, 25-27, 2016; and December 2-4, 9-11, 16-24, 2016 (hereinafter referred to as the "Event").
3. **General Requirements.**
 - (a) At the discretion of the County, Winterfest may be required to provide security and/or police protection during the Event. Said protection shall be at the sole expense of Winterfest and shall be subject to the approval of the County Administrator.
 - (b) Winterfest agrees to operate as independent contractor and to hold the County harmless from any and all liabilities or obligations arising out of Winterfest's use of the Premises. It is specifically understood that the above statement shall be interpreted in a manner that will hold Winterfest solely liable, to the exclusion of the County, for any expense, damage or liability arising out of Winterfest's use of the Premises.
 - (c) Any decorations or other arrangements on the Premises must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors; and also be approved by the County Administrator, or designee, prior to installation.
 - (d) Nothing in the Agreement shall be construed as making Winterfest an agent or employee of the County or as creating a relationship of a partnership or a joint venture between Winterfest and County.
 - (e) Winterfest may not sublet, sublease, or assign any right or interest held by them under the terms of this Agreement without the written approval of County.

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

4. **Hold Harmless.** Winterfest agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its elected and appointed officials, employees, volunteers, representatives and agents from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to Winterfest's use or possession of the Premises for the Event. Winterfest's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

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

- a) General Liability Coverage, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- c) Florida statutory workers' compensation coverage for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with §440.02(13)(d) and §440.10(1)(g), Florida Statutes. Winterfest shall also purchase any other coverages required by law for the benefit of employees.

- d) Winterfest agrees that all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be rated as "A" or other Secure Best Rating with a Financial Size Category VII according to latest edition of the A.M. Best Key Rating Guide.
- e) Winterfest shall require, and shall be responsible for assuring throughout the term of the Agreement, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
- f) The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- g) These insurance requirements shall not limit the liability of Winterfest. The foregoing coverage requirements are merely minimums, and the County does not represent that these types or amounts of insurance will be sufficient or adequate to protect Winterfest's interests or liabilities.
- h) The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all of Winterfest's liability insurance policies (excluding professional liability and workers' compensation insurance policies).
- i) The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change.
- j) Winterfest hereby waives its right of recovery against the County, to the extent permitted by its insurance policies.
- k) Insurance required of Winterfest or any other insurance of Winterfest shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims or obligations, which arise out of this Agreement.
- l) Evidence/Certificates of Insurance:
 - 1. Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.
 - 2. New Certificates of Insurance are to be provided to the County at least thirty (30) days prior to coverage renewals. Failure to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement.
 - 3. Certificates should contain the following additional information:
 - a) Indicate that Escambia County is an additional insured on the general

liability policy;

- b) Disclose any self-insured retentions in excess of \$1,000.00;
- c) Designate Escambia County as the certificate holder as follows:

Escambia County Board of Commissioners

Attention:

Risk Manager

P.O. Box 1591

Pensacola, FL 32597-1591; and

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

m) Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Winterfest's obligation to fulfill the insurance requirements herein.

n) If requested by the County, Winterfest shall furnish complete copies of the insurance policies, forms and endorsements, and/or such additional information with respect to insurance as may be requested.

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

IF WINTERFEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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**

7. **All Prior Agreements Superseded.**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements

whether oral or written.

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

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

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

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

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

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

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

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

13. Compliance with Laws. Winterfest shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Winterfest shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

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

15. No Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any

other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

16. Assignment. This Agreement shall not be assigned nor shall the Premises be sublet unless first approved by the County. Any such assignment shall be reflected in a written instrument executed by the parties.

17. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: _____, 2016



Corporate Secretary

WINTERFEST OF PENSACOLA, INC.

By: 
Denise Daughtry, President

Date: 11/8/16, 2016

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: 

Date: 10/28/16

Winterfest

PENSACOLA FLORIDA

Denise Daughtry
PRESIDENT

October 20, 2016

Jacqueline Young
VICE PRESIDENT

Mr. Jack Brown
Escambia County Administrator
221 S Palafox Place
Pensacola, FL 32502

Lisa Minshew
SECRETARY

Josh Davidson
TREASURER

re: Winterfest of Pensacola

Dear Mr. Brown:

Lois Benson
Malcolm Ballinger
Jewel Cannada Wynn
Edward Pate
Susan Lightfoot
Stu Bonnin
DIRECTORS

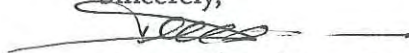
We are looking forward to another wonderful holiday season and would like to request the use of the County property adjoining the Courthouse for the festivities as we have done in past years.

Enclosed please find a calendar of activities beginning on November 19th with a Santa Party for a children's art contest. The winner will ride in the Elf Parade with Santa in his sleigh on November 25th.

Because of your generosity and support, Winterfest has been recognized as one of the top twenty events in the Southeast for November 2016 by the Southeast Tourism Society. Winterfest remains the number one Christmas event in Florida according to a Florida Travel & Lifestyles ranking.

If you have questions or concerns, please contact me.

Sincerely,


Denise Chenel Daughtry
President, Winterfest of Pensacola

encl: calendar of events
Elf Parade flyer
Santa's Drawing Contest flyer

<http://pensacolawinterfest.org>
info@pensacolawinterfest.org

850 417 7321
850 435 0914

226 East Intendencia Street
Pensacola, Florida 32502





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11272

County Administrator's Report 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Federal Elections Activities Funds FY 2016/2017

From: David Stafford, Supervisor of Elections

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

A. Certify that the County will match State Grant funds with \$7,438.53, from the Supervisor of Elections' Fiscal Year 2016/2017 Budget; and

B. Authorize the Chairman to sign the Certificate Regarding Matching Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is \$7,438.53. The match is included in the Supervisor of Elections' Fiscal Year 2016/2017 Budget under Cost Center 550101 and various Object Codes.

BACKGROUND:

Three million dollars from the Help America Vote Act grant fund are available for distribution for FY 2016-2017. These funds will be distributed to the Supervisor of Elections pursuant to a formula based on active registered voters in each county as of booksclosing for the 2016 Presidential Preference Primary Election, as certified by the Department of State. The amount for Escambia County is \$49,590.21. The Legislature specified that these funds could be used for activities relating to federal election activities.

BUDGETARY IMPACT:

In order to receive the federal elections activities funds, the Legislature has required the Chairman of the Board of County Commissioners certify that the county will match the state funds with a 15% county match. Both the state funds and the county matching funds must be held in a separate account to be used solely for activities relating to federal elections. The required match for this grant is \$7,438.53. The match is included in the Supervisor of Elections' FY 16/17 Budget under Cost Center 550101 and various object codes.

LEGAL CONSIDERATIONS/SIGN-OFF:

The documentation has been reviewed and approved by the County Legal Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

No county Supervisor of Elections shall receive funds pursuant to the agreement until the Board of County Commissioners certifies to the Department that the county will provide matching funds in an amount equal to 15% of the amount to be received by the state.

IMPLEMENTATION/COORDINATION:

This agreement will be implemented by the Supervisor of Elections.

Attachments

Documents for 16/17 Federal Elections Grant

**RECEIPT AND USE OF HAVA FUNDS
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES**

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250 and The Honorable David H. Stafford, Supervisor of Elections ("Supervisor"), on behalf of Escambia County, 213 Palafox Pl, Pensacola FL 32502. This agreement is effective as of the date fully executed by the parties.

I. GOVERNING LAW

Funds provided under this agreement are made available by the Department as a pass-through entity. The U.S. Elections Assistance Commission originally awarded these funds in fiscal year 2003-2004, pursuant to section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401 ("Help America Vote Act Requirements Payments") to improve the administration of federal elections. Through specific appropriation 3064 of the 2016-2017 General Appropriations Act (see Section 6, Chapter 2016-66, Laws of Florida) the Department is authorized to disburse up to \$3,000,000 from the Federal Grants Trust Fund (HAVA Account # 261011) to the county supervisors of elections for the fiscal year 2016-2017 ("FY 2016-2017 funds"). Because the State of Florida on August 28, 2006, certified that Subchapter III requirements of HAVA have been met, the funds can be used to carry out other activities to improve the administration of federal elections, pursuant to section 251(b)(2) of HAVA.

Specific Appropriation 3064 proviso language authorizing the use of funds is attached hereto as **Attachment A**.

II. SCOPE OF USE AND RESTRICTIONS

A. Scope of Work. The Supervisor shall only use the FY 2016-2017 funds for programs to improve the administration of federal elections, in one or more of the following categories:

- *Voter Education*
- *Poll Worker Training*
- *Standardizing Election Results Reporting*
- *Other Federal Election Administration Activities, as approved in advance by the Department of State.*

B. Deliverable.

Payment 1, Deliverable/Task 1:

- Payment will be an advance payment in a fixed amount up to the amount identified for the Supervisor's county in **Attachment C**. The advance fixed amount will be the amount requested by the Supervisor in the Federal Election Activities Plan submitted to and approved by the Department prior to the payment being made. Any expenditures from the advance payment must be made pursuant to the budget set out in the Federal Election Activities Plan to accomplish the program or activity described in detail therein.

Any amendments to the Plan must be approved by the Department, and no expenditures or obligations may be incurred regarding an amendment until approved by the Department.

- C. Length of Agreement.** This agreement shall begin on the date the Supervisor and the Department sign the agreement and continue until all grant funds distributed pursuant to this agreement have been expended or the Supervisor chooses to revert remaining distributed HAVA funds including accrued interest (but excluding county match) to the Department. The award date for the funds will be the day the funds are transferred to the Supervisor.
- D. Minimum Performance Administration Standards.** In order to receive grant funds under this agreement, the Supervisor shall include as part of the required detailed Federal Election Administration Activities Plan (DS-DE 126) referenced in Section III.A., performance measures and goals including milestones for how the funds will be used. Additionally, the Supervisor shall show report on how those goals and measures were achieved or are outstanding using the annual expenditure report ((DS-DE 128, rev. 1/16) required under Section V.B.1
- E. Interest bearing account/public depository and accounting.** The Supervisor must establish and maintain the FY 2016-2017 funds in an interest bearing account in a “qualified public depository” as defined by section 280.02, Florida Statutes, and otherwise must comply with the applicable requirements of chapter 280. The Supervisor must segregate federal funds and required county matching dollars in a separate account established to hold only such funds.

Funds in this account must be used only for the purposes identified in the Federal Election Administration Activities Plan. Funds shall remain in the account to be used for the purposes identified in the Federal Election Administration Activities Plan for subsequent years or until such funds are expended or returned to the department.

Please note that separate public depository requirements apply under chapter 280, Florida Statutes, but are outside the scope of enforcement of this agreement. The Supervisor will be required to execute and retain in the official records a Public Deposit Identification and Acknowledgment Form (DFS-J1-1295) and to submit a Public Depositor Annual Report to the Chief Financial Officer (DFS-J1-1009) to the Public Deposits Program, Florida Department of Financial Services. Refer to The Department of Financial Services Collateral Management for Governmental Units page for more information, or contact the Program Administrator at 850-413-3360.

The Supervisor shall maintain separate accounting records for each of the funding sources identified under its plan submitted pursuant to this agreement.

- F. Restrictions.** Funds must be used only for programs to improve federal election administration activities, pursuant to section 251 of HAVA, as detailed in the Supervisor’s

Federal Election Administration Activities Plan, as approved by the Department.). If any of these funds are used for any other purpose, the cost must be pro-rated for the portion of the expenditure that is allocable to improvement of federal election activities.

Funds may not be used to support state or federal lobbying activities but this does not affect the right, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

III. DISBURSEMENT

The Department shall distribute to each eligible county supervisor of elections upon request up to an amount equal to the funding level per voter multiplied by the number of active registered voters as of book closing in the county for the 2016 Presidential Preference Primary Election (12,060,748). The Supervisor shall receive grant funds in an amount not to exceed the sum specified for Supervisor's county in **Attachment C**, and the actual amount disbursed will be the amount requested by the Supervisor in the Federal Election Administration Activities Plan and approved by the Department.

A. Submissions. Prior to the Department disbursing FY 2016-2017 funds to the Supervisor under this agreement, the Supervisor must submit to the Department the following for approval:

1. A completed Federal Election Administration Activities Plan utilizing Form DS-DE 126 (Attachment B) as a template and incorporating by reference a separate, detailed description of each program that will be implemented for every category checked on Form DS-DE 126, and a timeline and budget for each program. Each description shall include program goals and performance measures for those goals. The Supervisor shall also indicate on Form DS-DE 126, for each category checked, all sources of funding that apply, i.e. include the source of funds (federal, county matching funds, other county funds, and interest earned for each federal election administration activity set forth in the plan. Where applicable, the Supervisor shall provide SAMPLES of all publications, including voter education printed documents, and transcripts of audio and video recordings or clips to be used in any program.
2. A written certification from the county governing body (e.g. Board of County Commissioners) (DS-DE 127, Revised 8/16) that it will provide in addition *matching funds in an amount equal to fifteen percent (15%) of the amount to be received from the state.* This form is attached hereto as **Attachment D**. If the county governing body fails to appropriate the matching funds, the Supervisor must return or repay to the Department the portion of the funds for which the matching funds would have applied.
3. A completed ED Form GCAS-009 (6/88), entitled "*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions*", and attached hereto as **Attachment E**. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-

recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]

4. A *completed* "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 8/16), attached hereto as **Attachment F**. This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

IV. Electronic Payments

The Supervisor may choose to use electronic funds transfer (EFT) to receive grant payments. All Supervisors wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has *already been* set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

V. MONITORING, AUDITS, AND REPORTS

The administration and use of funds are subject to monitoring, audits, and reports as follows:

A. Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, Subpart B, as revised, and Section 215.97, F.S., monitoring procedures may include, but are not limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, Subpart B, as revised, and/or other procedures (**see Attachment G**). By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

The Department shall closely monitor the Supervisors' annual expenditure reports to ensure that the Supervisors expend HAVA funds in accordance with the approved Federal Election Administration Activities Plan, applicable law, and this agreement, and will require reimbursement for all expenditures not approved or otherwise authorized. Also, the Department shall ensure that Supervisors report the expenditures made with HAVA funds separately from expenditures made with county funds.

For additional guidance to state and federal monitoring and auditing requirements, refer to: <http://election.dos.state.fl.us/hava/index.shtml> and <http://www.eac.gov>.

B. Financial reports. The Supervisor shall submit the following written financial reports to the Department:

1. Expenditure report. The Supervisor shall submit an annual report (DS-DE 128, Revised 1/16) by December 31 of every year until the funds are expended or returned to the Department, as described in section II.D. of this agreement.

- If expenses are made at any time from the date of initial receipt of the FY 2016-2017 Federal Election Activities grant funds through September 30 of the year received, the first report is due on December 31 of that year.
- Thereafter, an expenditure report is only due on December 31 of every year in which expenditures were made and/or funds remain to cover the preceding October 1st through September 30th period until all funds are fully expended.

The Supervisor shall indicate on the report if the funds are fully expended during the expenditure period being reported. The report must include the detailed information required in section II. D (“Minimum Performance Administration Standards”), e.g., an explanation of how grant funds were spent on each program identified in the approved Federal Election Administration Activities Plan, goals, timeline and milestones met or outstanding, and performance measures. The Supervisor must attach to the report Additionally, the Supervisor must include documentation (such as appropriation statement, committee meeting minutes approving appropriation, or account statement) that shows that the county governing body appropriated matching funds as certified in Section III. A. 2. “Disbursements.” The county’s failure to appropriate the matching funds or reversion of those funds back to the county for any reason must be reported to the Department.

Each financial report shall include complete documentation detailing expenditures made, including billing or itemized receipts, invoices, paid bills, payroll records and employee time sheets or semi-annual certifications, to account for the expenditures identified in Attachment B. The voter education publications must provide voter education concerning voting procedures, voting rights or voting technology. If deemed necessary after review of a financial report, the Supervisor may be required to provide any requested supplemental documentation. For products, documentation may include a copy of or the actual product or publication and an indication of how many individual items were produced or printed. For services, documentation may include a copy of or the actual newspaper article, audio recording, or video clip and/or template or transcript thereof, and an indication of how many times it was published, aired, or accessed, or a copy of the graphics template and content layout for a special created webpage. Documentation must account for all expenditures made from grant funds awarded under this agreement.

2. Remaining balance report. The Supervisor shall report annually to the Department any unspent funds remaining on June 30 of each fiscal year. The Department will provide the report form (DS-DE 129, Revised 7/16). The Supervisor shall submit the annual report no later than July 31 of every year until such HAVA funds are fully expended or returned.

C. Reporting Requirements

Copies of financial reporting packages as described in section .320(c), 2 CFR §200.328 (as revised) for audits conducted by or on behalf of the Recipient pursuant to **Attachment G** of this agreement, shall be submitted as required to:

*Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL
32399-0250*

*Department of State
Office of Inspector General
R.A. Gray Bldg., Rm. 114-A
500 S. Bronough Street
Tallahassee, FL
32399-0250*

*Auditor General's Office
Room 401, Pepper Bldg.
111 West Madison St.
Tallahassee, FL
32399-1450*

*Federal Audit
Clearinghouse
Bureau of the Census
1201 East 10th St.
Jeffersonville, IN
47132*

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), 2 CFR 2 §200.328 (as revised).

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with 2 CFR §200.328, the Florida Statutes, and Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable (<http://www.myflorida.com/audgen/pages/localgovt.htm>). The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Recipient received the reporting package.

VI. RECORD RETENTION

The Supervisor shall keep and maintain accurate and detailed records (e.g., invoices, receipts, and other documentation) sufficient to identify how and whether expenditures were used for authorized purposes, in accordance with **Attachment A**, to support financial reporting, and to conduct audits as may be required or requested. These records must be retained for five fiscal years after the last report that all funds have been fully expended or funds are returned by the county, or three years after the date an audit report is issued, whichever is earlier (See GS-01 General Records Retention Schedule). The Supervisor shall allow the Department or its designee, CFO, or Auditor General access to such records, including the audit working papers upon request. **Failure to provide adequate documentation shall result in a request to return the funds to the Department.**

VII. INCORPORATED DOCUMENTS

This agreement incorporates by reference the following documents:

- **Attachment A:** General Appropriations Act Proviso Language
- **Attachment B:** Federal Election Administration Activities Plan (Form DS-DE 126, rev. 8/2016)
- **Attachment C:** Federal Election Administration Activities - Funds Allocation per County/County Matching Funds
- **Attachment D:** Certificate Regarding Matching Funds (Form DS-DE 127, rev. 8/2016).
- **Attachment E:** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (ED federal form GCS-009, v. 6/88)
- **Attachment F:** Certificate of Equipment for Casting and Counting Ballots (Form DS-DE 145, rev. 8//2016)

- **Attachment G: Single Audit Act Requirements, Exhibit I and Compliance Requirements for Agreements and Exhibit 2 CFO Memorandum No. 03**

VIII. ENTIRETY OF THE AGREEMENT

All terms and conditions of this agreement are fully set forth in this document and attachments incorporated by reference and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that proper venue will be in Leon County, Florida. The Department shall not be liable for attorney fees, interest, late charges or service fees, or costs of collection related to this agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their undersigned officials as duly authorized.

County Supervisor of Elections:	FL Department of State/Division of Elections
By: _____	By: _____
David H. Stafford, Supervisor of Elections (print name/title)	_____ (print name/title)
County FEID Number: 59-6000598_____	
Witness: _____	Witness: _____
Date: _____	Date: _____

Please complete, sign & return this agreement, the required detailed plan, and the required certifications to:

HAVA Unit, Florida Department of State, Division of Elections,
R.A. Gray Building, Room 316, 500 South Bronough Street, Tallahassee, Florida 32399-0250

ATTACHMENT A to MOA # 2016-2017-0001

3064 SPECIAL CATEGORIES

GRANTS AND AIDS - FEDERAL ELECTION ACTIVITIES (HELP AMERICA VOTE ACT)

FROM FEDERAL GRANTS TRUST FUND . . . \$3,000,000

Funds in Specific Appropriation 3064 shall be distributed to county supervisors of elections to be used for election administration activities such as voter education; poll worker training; standardizing elections results reporting; or other federal election administrative activities as approved by the Department of State.

County supervisors of elections will receive funds only after providing the Department of State a detailed description of the programs that will be implemented. Funds distributed to county supervisors of elections require a certification from the county that matching funds will be provided in an amount equal to fifteen percent of the amount to be received from the state.

Also, before a county supervisor of elections receives funds for any software or hardware technology, including, but not limited to any emerging technology that enhances or facilitates the delivery of absentee ballots, the casting and counting of valid votes, voting system audits or recount processes, and the certification of accurate and complete official election results, the software or technology must first be certified or approved, whichever is applicable by the Department of State. Additionally, before the Supervisor can receive funds for emerging or enhancing technology, the county supervisor of elections and the chairperson of the county governing body must certify that the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors including reducing the wait time at the polls during the early voting period and on election day for the next regularly scheduled general election.

To be eligible, a county must segregate federal funds and required county matching dollars in a separate account established to hold only such funds. Funds in this account must be used only for the activities for which the funds were received. Funds shall remain in the account to be used for the same purposes for subsequent years or until such funds are expended. Supervisors of elections shall report to the Department of State any unspent funds remaining on June 30 of each fiscal year.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David H. Stafford, Escambia County Supervisor of Elections

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Plan for HAVA Funds For Federal Election Administration Activities - Fiscal Year 2016-17

COUNTY NAME Escambia

Part 1 Instructions: Columns B - N, put an X in boxes to indicate your county intent to expend that category of funds to support that activity
 Column P, for each activity you have indicated you intend to spend funds on, insert the % of funds you intend to spend on that activity
 Descriptions of the various activities is found in Tab 2 entitled "Details"

Activities	FY 16 - 17 FEDERAL ELECTION ADMINISTRATION ACTIVITIES FUNDS				PRIOR YEARS' FEDERAL ELECTION ADMINISTRATION ACTIVITIES ROLL OVER FUNDS			PRIOR YEARS' VOTER EDUCATION ROLL OVER FUNDS			PRIOR YEARS' POLL WORKER TRAINING ROLL OVER FUNDS			ANTICIPATED % OF FUNDS TO BE SPENT
	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	
Voter Education	X			X										
<i>Mailing or Publishing Sample Ballots</i>	X													
<i>Voter Information Cards</i>	X													
<i>Advertising or Publications</i>	X													
<i>Voting System Demonstrations</i>														
<i>Voter Guides</i>	X													
Poll Worker Training	X			X										
<i>Training Salaries</i>														
<i>Training Materials</i>	X													
Standardizing Election Results Reporting														
Other Federal Election Administration Activities as Approved by Department of State	X													
<i>MOVE Act Implementation and Maintenance</i>	X													
<i>Software or Hardware Technology</i>														

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS
County Allocation of Help America Vote Act Funds - Federal Election Administration Activities
FY 2016-2017

County	2016 Presidential Preference Primary - Active Registered Voters	Amount - Federal Election Activities Funds Per County	Amount - 15% Match By County Funds
Alachua	162,326.00	\$ 40,377.10	\$ 6,056.56
Baker	13,918.00	\$ 3,461.97	\$ 519.30
Bay	109,212.00	\$ 27,165.48	\$ 4,074.82
Bradford	15,638.00	\$ 3,889.81	\$ 583.47
Brevard	393,307.00	\$ 97,831.49	\$ 14,674.72
Broward	1,103,115.00	\$ 274,389.70	\$ 41,158.45
Calhoun	8,326.00	\$ 2,071.02	\$ 310.65
Charlotte	122,379.00	\$ 30,440.65	\$ 4,566.10
Citrus	100,309.00	\$ 24,950.94	\$ 3,742.64
Clay	140,633.00	\$ 34,981.16	\$ 5,247.17
Collier	188,849.00	\$ 46,974.45	\$ 7,046.17
Columbia	36,776.00	\$ 9,147.69	\$ 1,372.15
DeSoto	15,041.00	\$ 3,741.31	\$ 561.20
Dixie	9,564.00	\$ 2,378.96	\$ 356.84
Duval	549,872.00	\$ 136,775.60	\$ 20,516.34
Escambia	199,365.00	\$ 49,590.21	\$ 7,438.53
Flagler	75,664.00	\$ 18,820.72	\$ 2,823.11
Franklin	7,328.00	\$ 1,822.77	\$ 273.42
Gadsden	28,687.00	\$ 7,135.63	\$ 1,070.34
Gilchrist	11,015.00	\$ 2,739.88	\$ 410.98
Glades	6,355.00	\$ 1,580.75	\$ 237.11
Gulf	9,785.00	\$ 2,433.93	\$ 365.09
Hamilton	7,820.00	\$ 1,945.15	\$ 291.77
Hardee	11,284.00	\$ 2,806.79	\$ 421.02
Hendry	16,574.00	\$ 4,122.63	\$ 618.39
Hernando	126,980.00	\$ 31,585.11	\$ 4,737.77
Highlands	58,974.00	\$ 14,669.24	\$ 2,200.39
Hillsborough	789,930.00	\$ 196,487.81	\$ 29,473.17
Holmes	10,830.00	\$ 2,693.86	\$ 404.08
Indian River	101,768.00	\$ 25,313.85	\$ 3,797.08
Jackson	28,089.00	\$ 6,986.88	\$ 1,048.03
Jefferson	9,377.00	\$ 2,332.44	\$ 349.87
Lafayette	4,301.00	\$ 1,069.83	\$ 160.48
Lake	209,578.00	\$ 52,130.60	\$ 7,819.59
Lee	424,777.00	\$ 105,659.37	\$ 15,848.91
Leon	192,497.00	\$ 47,881.86	\$ 7,182.28
Levy	25,615.00	\$ 6,371.50	\$ 955.72
Liberty	4,418.00	\$ 1,098.94	\$ 164.84
Madison	11,204.00	\$ 2,786.89	\$ 418.03
Manatee	214,993.00	\$ 53,477.53	\$ 8,021.63
Marion	219,416.00	\$ 54,577.71	\$ 8,186.66
Martin	106,915.00	\$ 26,594.12	\$ 3,989.12
Miami-Dade	1,253,788.00	\$ 311,868.22	\$ 46,780.23
Monroe	53,350.00	\$ 13,270.32	\$ 1,990.55
Nassau	58,776.00	\$ 14,619.99	\$ 2,193.00
Okaloosa	125,437.00	\$ 31,201.30	\$ 4,680.19
Okeechobee	19,208.00	\$ 4,777.81	\$ 716.67

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS
County Allocation of Help America Vote Act Funds - Federal Election Administration Activities
FY 2016-2017

County	2016 Presidential Preference Primary - Active Registered Voters	Amount - Federal Election Activities Funds Per County	Amount - 15% Match By County Funds
Orange	694,985.00	\$ 172,871.12	\$ 25,930.67
Osceola	174,206.00	\$ 43,332.14	\$ 6,499.82
Palm Beach	846,791.00	\$ 210,631.46	\$ 31,594.72
Pasco	314,292.00	\$ 78,177.24	\$ 11,726.59
Pinellas	626,775.00	\$ 155,904.51	\$ 23,385.68
Polk	383,002.00	\$ 95,268.22	\$ 14,290.23
Putnam	46,091.00	\$ 11,464.71	\$ 1,719.71
St. Johns	163,882.00	\$ 40,764.14	\$ 6,114.62
St. Lucie	183,427.00	\$ 45,625.78	\$ 6,843.87
Santa Rosa	124,431.00	\$ 30,951.07	\$ 4,642.66
Sarasota	287,399.00	\$ 71,487.85	\$ 10,723.18
Seminole	272,993.00	\$ 67,904.49	\$ 10,185.67
Sumter	87,792.00	\$ 21,837.45	\$ 3,275.62
Suwannee	25,583.00	\$ 6,363.54	\$ 954.53
Taylor	11,867.00	\$ 2,951.81	\$ 442.77
Union	6,964.00	\$ 1,732.23	\$ 259.83
Volusia	339,347.00	\$ 84,409.44	\$ 12,661.42
Wakulla	19,250.00	\$ 4,788.26	\$ 718.24
Walton	43,531.00	\$ 10,827.94	\$ 1,624.19
Washington	14,777.00	\$ 3,675.64	\$ 551.35
TOTAL	12,060,748	\$ 3,000,000.00	\$ 450,000.00

Formual for Allocation: Based on FY 2016-2017 appropriation for Federal Election Administration Activities divided by the total number of registered voters in the state as of bookclosing for the 2016 Presidential Preference Primary Election.

FY 2016-2017 Appropriation - Federal Election Administration Activities	\$3,000,000
Total Number of active registered voters in the state - 2016 Presidential Preference Primary Election	12,060,748
Funding level per individual voter	\$0.2487

ATTACHMENT F of MOA 2016-2017-0001

Certificate of Equipment for Casting and Counting Ballots

We, David H. Stafford, Supervisor of Elections and Grover C. Robinson, IV Chairperson of Board of County Commissioners, of Escambia County, Florida, do hereby certify that prior to the receipt and use of fiscal year 2016-2017 HAVA funds for the purchase of State-approved or certified (whichever is applicable) emerging or enhancing software or hardware technology as allowable per Attachment A, the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next regularly scheduled general election. If the Florida Department of State determines that there is insufficient equipment for casting and counting ballots for the next regularly scheduled general election as herein certified, we shall return the HAVA funds that were used to purchase other emerging or enhancing software and hardware technology to the State.

David H. Stafford
Supervisor of Elections

Grover C. Robinson, IV
Chairman, Board of County Commissioners

Date

Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal
sufficiency.

By/Title:
Date:

David H. Stafford, PCA

8/16/16

Certificate Regarding Matching Funds

I, Grover C. Robinson, IV, Chairman of the Board of County Commissioners of Escambia County, Florida, do hereby certify that the Board of County Commissioners will provide a specific county match fund in FY 2016-17 in an amount equal to or greater than 15% of the amount of the Federal Election Activities grant that the county Supervisor of Elections receives from the state, which for Escambia County is \$49,590.21. I understand that if the Board fails to appropriate the additional matching funds, all funds received from the state for this grant during the 2016-2017 state fiscal year will be required to be returned to the Department of State.

Grover C. Robinson, IV
Chairman, Board of County Commissioners

Date

Approved as to form and legal
sufficiency.

By/Title: 
Date: 8/28/16

Attest: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Florida Single Audit Act Requirements

The administration of resources awarded by the Department of State to the Supervisor may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Supervisor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Supervisor is appropriate, the Supervisor agrees to comply with any additional instructions provided by the Department of State staff to the Supervisor regarding such audit. The Supervisor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Supervisor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Supervisor expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Supervisor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Supervisor shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Supervisor conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Supervisor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Supervisor expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Supervisor expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Supervisor resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Supervisor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Supervisor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Supervisor (for fiscal years ending September 30, 2004 or thereafter), the Supervisor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Supervisor shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Supervisor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Supervisor expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Supervisor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Supervisor's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Supervisor directly to each of the following:

- A. The Department of State at each of the following addresses:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Supervisor shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Supervisor's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Supervisor directly to each of the following:

- A. The Department of State at each of the following addresses:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Supervisors, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Supervisor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The Supervisor shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Supervisor shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE SUPERVISOR PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the Supervisor represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 Help America Vote Act Requirements Payments

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA Number 90.401, Help America Vote Act Requirements Payments

Part 1 of Subtitle D of Title II (Sections 251-258) and Title III of Public Law 107-252, the Help America Vote Act of 2002, Sections 301-305, and Sections 902 and 906. EAC has determined that the following Office of Management and Budget guidelines apply: Cost Principles for State, Local, and Indian Tribal Governments, 2 § CFR Part 225; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-110 (amended 9/30/99).

State resources awarded to the recipient pursuant to this agreement consist of the following:

Not Applicable.

Matching resources for federal programs:

Not Applicable.

Subject to section 215.97, Florida Statutes:

Not Applicable.

Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

Not Applicable.

Exhibit - 2

December 3, 2014

CHIEF FINANCIAL OFFICER'S MEMORANDUM NO. 03 (2014 - 2015)

SUBJECT: COMPLIANCE REQUIREMENTS FOR AGREEMENTS

This memorandum supersedes the Chief Financial Officer's Memorandum No. 4 (2005-2006) **minimum** requirements and confirms state agencies must follow for proper accountability over state and federal resources. While the State is accountable to the federal government, sub-recipients of federal financial assistance must be accountable to the State. Recipients/sub-recipients of state financial assistance must also be accountable to the State.

FEDERAL FUNDS

This memorandum is applicable to discretionary grants, which the State receives from the federal government. Applicability to federal entitlement programs or formula based awards should be determined on a case by case basis pursuant to federal regulations for these programs.

State agencies must determine whether they are passing on federal awards in the form of federal financial assistance to sub-recipients or procuring goods and services from a contractor. This determination is critical for the proper accountability over federal financial assistance, which is passed on to sub-recipients. State agencies will use the criteria established in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Code of Federal Regulations Title 2, Part 200.330 to make this determination. Agencies must retain documentation to support this determination.

In 2005 the Office of Federal Financial Management confirmed to the Department of Financial Services, if the State receives an award of federal financial assistance in the form of a grant or cooperative agreement, any sub-award for the purpose of the grant is subject to the rules applicable to the grant, **even if the sub-award is on a fixed price basis**. Agreements (sub-awards) with sub-recipients of federal financial assistance must require compliance with the published requirements entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200). This guidance supersedes and consolidates the requirements from the Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for awards or increments of awards issued on or after December 26, 2014.

The Super Circular also applies to **sub-awards** made by State and local governments to an organization covered by the circular and provides that:

- a. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.

- b. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
- c. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government.

Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the Federal government and compliance with applicable rules and regulations, including, but not limited to:

- a. 2 CFR, Part 200
 - b. Section 287.057, Florida Statutes (F.S.)
 - c. Section 215.917, F.S.
 - d. Section 216.3475, F.S.
- (1) Non-competitive procurements and competitive procurements that result in less than 2 responses must be supported by a detailed cost analysis. Cost must be reasonable, necessary and allowable in accordance with state and federal laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individuals cost elements included on the detailed budget submitted by the person or entity awarded funding.

STATE FUNDS

State agencies must determine whether they are awarding state financial assistance to a recipient or procuring goods and services from a vendor. State agencies will use the Florida Single Audit Checklist for Non-state Organizations – Recipient/Sub-recipient vs Vendor Determination to make this determination. Agencies must retain copy of the checklist.

Agreements with recipients of state financial assistance, **even if awarded on a fixed price basis**, must require:

- a. Compliance with Section 215.97, F.S.
- b. Compliance with Section 215.971, F.S.
- c. Expenditures of state financial assistance be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

Agreements involving the State University System, the Florida Community College System, district school board, or charter schools using state funds must be procured in a manner that ensures a fair and reasonable price to the State and compliance with applicable rules and regulations, including, but not limited to:

- a. Section 216.3475, F.S.
- (1) Non-competitive procurements and competitive procurements that result in less than two (2) responses must be supported by a detailed cost analysis. Cost must be reasonable, necessary and allowable in accordance with state laws, rules and regulation. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

- b. May be fixed price contract that entitles the provider to receive compensation of the fixed contract amount upon completion of all deliverables.
- c. May be fixed rated per unit contract that entitles the provider to receive compensation for each deliverable provided.
- d. May be a cost reimbursable contract that entitles the provider to receive compensation for actual allowable costs incurred in performing contract deliverables.
- e. May be a combination of b, c and d.

Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and compliance with applicable rules and regulations, including, but not limited to:

- a. Section 287.057, F.S.
- b. Section 216.3475, F.S.
 - (1) Non-competitive procurements and competitive procurements that result in less than two (2) responses must be supported by a detailed cost analysis. Costs must be reasonable, necessary and allowable in accordance with state laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

Please contact the Bureau of Auditing at (850) 413-5512 if you have any questions.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11318

County Administrator's Report 14. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Supplemental Budget Amendment #021 - EPA# 43616 Jackson Lake Grant

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

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

That the Board adopt the Resolution approving Supplemental Budget Amendment #021, Other Grants and Projects Fund (110), in the amount of \$295,500, to recognize proceeds from the U.S. Environmental Protection Agency (EPA), Gulf of Mexico Program, for the EPA #43616 Jackson Lake Grant, and to appropriate these funds to install floating wetland mats in Jackson Lake, which is part of Bayou Chico. No County matching funds are required.

BACKGROUND:

The Natural Resources Department's Water Quality and Land Management Division was awarded funds for the EPA# 43616 Jackson Lake Grant. These funds will be used to improve the water quality in Bayou Chico by installing floating treatment wetlands in Jackson Lake, an upstream tributary connected to Jackson Creek, Bayou Chico and Pensacola Bay. Capital funds will be used for the purchase of water quality monitoring equipment.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$295,500 and does not require a match.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

There are no additional personnel associated with this amendment, personnel funds will be used for work performed by existing County employees for time spent on this grant project.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#021

**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, the County has received a grant from the U.S. Environmental Protection Agency (EPA) Gulf of Mexico Program, for the EPA# 43616 Jackson Lake Grant, and these funds must be recognized and appropriated in the current year's budget.

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, 2017:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
EPA# 43616 Jackson Lake Grant	110	331901 (new)	295,500
Total			\$295,500

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Salaries	110/221026 (new)	51201	30,000
Professional Services	110/221026 (new)	53101	10,000
Repair and Maintenance	110/221026 (new)	54601	235,500
Operating Supplies	110/221026 (new)	55201	10,000
Machinery and Equipment	110/221026 (new)	56401	10,000
Total			\$295,500

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Grover C. Robinson, IV, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
021



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11317

County Administrator's Report 14. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Supplemental Budget Amendment #020 - Urban and Community Forestry Grant

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

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

That the Board adopt the Resolution approving Supplemental Budget Amendment #020, Other Grants and Projects Fund (110), in the amount of \$22,000, to recognize proceeds from the Florida Department of Agriculture and Consumer Services, and to appropriate these funds for several activities which include hiring part-time internship positions (contract labor) to assist staff and continue the tree inventory for parks in the CRA districts, assist with coordination and planning of at least one tree care workshop, assist with funding outreach events such as Earth Day and Arbor Day, planting projects and other related projects. An equal match is required and will come from in-kind staff and volunteer time and labor.

BACKGROUND:

Escambia County's urban forest plays a vital role in the health and well being of its citizens and communities. The Natural Resources Management Department's Water Quality & Land Management Division applied for an Urban and Community Forestry Grant through the Florida Department of Agriculture and Consumer Services to fund an Internship and Volunteer Program to continue the tree inventory, planting of trees, and other related projects. An equal match is required and will come from in-kind staff and volunteer time and labor.

BUDGETARY IMPACT:

The amendment will increase Fund 110 by \$22,000. This grant requires an equal match that will come from in-kind staff and volunteer time and labor.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#020

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2016-_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the County has received a grant from the Florida Department of Agriculture and Consumer Services, for the Urban and Community Forestry Grant, and these funds must be recognized and appropriated in the current year's budget.

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, 2017:

Other Grants & Projects Fund Name	Fund Number	Account Code	Amount
	110		
Urban and Community Forestry Grant	110	334341	22,000
Total			\$22,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/221011	53401	20,850
Operating Supplies	110/221011	55201	1,150
Total			\$22,000

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

Deputy Clerk

Grover C. Robinson, IV, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
020



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11313

County Administrator's Report 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Supplemental Budget Amendment #205 - ECAT Budget Shortfalls

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #305 for Mass Transit - Amy Lovoy, Assistant County Administrator

That the Board adopt the Resolution approving Supplemental Budget Amendment #305, Mass Transit Fund (104), in the amount of \$238,042, recognizing reimbursements from UWF and the Santa Rosa Island Authority (SRIA) for trolley service and proceeds from the Local Option Gas Tax that exceeded collection estimates and appropriating these funds to cover budgetary shortfalls in all of the Mass Transit Cost Centers.

BACKGROUND:

In FY16 expenses in the Mass Transit fund have exceeded budgetary authority. This supplemental budget amendment recognizes reimbursements from UWF and SRIA and appropriates these funds to cover budgetary shortfalls for the UWF and SRIA trolley services. In addition local option gas tax proceeds that exceeded revenue estimates are being recognized and appropriated to cover budgetary shortfalls for mass transit operations and for fleet maintenance repairs performed on County vehicles.

BUDGETARY IMPACT:

See above.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

016sa305

**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, certain revenues including the Local Option Motor Fuel tax that funds Mass Transit have exceeded forecasted collections, and these funds must be recognized and appropriated to cover budgetary shortfalls that have been incurred throughout the Mass Transit Fund

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016

<u>Mass Transit Fund</u> Fund Name	<u>104</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
SRIA Contribution	104	337403	\$25,828
UWF Trolley	104	337410	66,415
LOGT	104	312402	145,799
Total			\$238,042

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
SRIA Trolley/Other Contractual Services	104/211211	53401	\$33,005
UWF/Trolley/Other Contractual Services	104/211212	53401	66,415
County Fleet Maintenance/Preventative Maint	104/211213	53407	68,539
Mass Transit Operations/Fixed Route	104/211210	53404	70,083
Total			\$238,042

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
#305



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11332

County Administrator's Report 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: United States Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant For Delano Street Drainage

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant Program for the Delano Street Drainage Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP) for the Delano Street Drainage Area Project:

A. Approve the Federally Funded Sub-grant Agreement, Project Number 4177-18-R, Agreement Number 17HM-H4—01-27-01-XXX, between the State of Florida, Division of Emergency Management and Escambia County for the Delano Street Area Drainage Project, providing for 100% federal funding with Local Global Match approval, awarded at \$2,282,115, for Phase 1 design;

B. Authorize the Chairman to sign the Sub-grant Agreement and associated Grant-related documents; and

C. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project.

[Funding source: Funding for Delano Street Drainage Project is available in Fund 352, LOST III. **However, with Local Global Match approval, federal funding is available for 100% reimbursement**]

BACKGROUND:

February 3, 2005, the Board of County Commissioners awarded Task Order PD 02-03.79.26.ENG to HDR Engineering, Inc. The study associated with this original task order was completed in 2006. Following the June 2012 rain event, and again following the April 2014 rain event, Change Orders were issued to HDR Engineering Inc. to upgrade the scope to consider down-gradient impacts to the Fairfield Drive, Herman Street, "L" Street, and Leonard Street areas, and more specifically to the Central Booking Detention Facility. Additional pond sites were identified for acquisition, contact has been made with the property owners of the proposed pond parcels, and appraisals have been initiated.

Meeting in regular session on December 11, 2014, the Board approved application submittal of the Delano Street Drainage Area Project for HMGP funding consideration. This proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity, as well as acquire new pond sites and improve existing pond sites to add stormwater capacity within the project drainage area.

Drainage improvements for this project will address flooding of multiple properties in the area. Installation of a pond at the Escambia County Sheriff's property Central Booking & Detention Facility, upon demolition of that structure, is proposed in the grant. Flood protection is the focus for the Waterfront Mission on Herman Street, the site of the former Escambia County Employee Credit Union building, Workforce Esca-Rosa Career Center, Escambia County Central Office Complex, Escambia County Area Transit, and Escambia County Sheriff Office Complex; other business and government facilities are included in this project area. The project will improve access to the new jail site by reducing flood impacts to public roadways that provide access to the McDonald Shopping Center site.

This HMGP grant agreement provides for reimbursement funding of \$2,248,533.00 for Phase 1, the design phase of the project and initial property acquisition negotiation, and \$33,582.00 for pre-award costs for preparing the grant application, for a total of \$2,282,115.00. After design, environmental permitting, and all deliverables are submitted to Florida Division of Emergency Management-Federal Emergency Management Agency (FDEM-FEMA) for review, Phase 2 final property acquisition and construction will be funded by agreement amendment, which is currently estimated at \$5,266,956.

Meeting in regular session on June 6, 2016, the Board approved the Non-Financial Sub-grant Agreement, Escambia County Project Number 4177-09-R, between the FDEM and Escambia County Board of County Commissioners, for the Local Global Match applied to 4177 projects, for the Beach Haven Northeast Phase 1 Drainage and Sanitary Sewer Project, as the fully qualified and eligible project for Local Global Match. Since this local match was approved, the non-federal share (the county's share) will be met using a Global Match which allows credit for similar eligible projects undertaken in the area that did not involve federal funds. The effect is that 100% of the project is covered by federal HMGP funds. FEMA project 4177-09-R- Escambia County project provides the Global Match for the non-federal share for this project.

BUDGETARY IMPACT:

Funding for Delano Street Drainage Project is available in Fund 352, LOST III. However, with Local Global Match approval, federal funding is available for 100% reimbursement. The Office of Management and Budget will prepare a budget amendment to accommodate the grant funding and reimbursement for board approval consideration.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the agreements and signed-off for legal sufficiency, and has requested that the Board be made aware of the Agreement language in Section (19) Mandated Conditions, subsection (b), that *"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."*

PERSONNEL:

Public Works Department, Engineering Division staff will manage and implement the grant from design to construction phase.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section 11.A requires Board approval of grants.

IMPLEMENTATION/COORDINATION:

Public Works Department, Engineering Division staff will administer the grant, as required by the contract agreement. Design services will be solicited for grant implementation in accordance with Purchasing Policy.

Attachments

BCC Action 02.03.05

BCC 12.11.14 HGMP App

BCC action 06.16.16

Delano HMGP App 6.1.15

Delano Property Acq Figure

Email Grant Award

HMGP 4177-18-R Agmt

Map from grant application

Infographic

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

9. Approving the following Change Order Number 1 relating to the Duke Avenue Drainage Project (Funding Source: Fund 351 “Local Option Sales Tax Extension,” Account 210105/56301):

1958

Department:	Planning and Engineering	
Type:	Addition	
Amount:	\$13,456.18	
Vendor:	HDR Engineering, Inc.	
Project Name:	Duke Avenue Drainage	
Contract:	02-03.79.15.17.ENG	
Purchase Order Number:	250457	
Change Order Number	1	
Original Award Amount:		\$69,868.67
Cumulative Amount of Change Orders through Number 1		<u>\$13,456.18</u>
New Contract Total:		\$83,324.85

10. Approving the issuance of a Task Order, PD 02-03.79.26.ENG, on Contract 02-03.79, to HDR Engineering, Inc., to provide engineering and surveying services for the Delano Street Drainage Project, for an amount of \$111,207.72 (Funding Source: Fund 351 “Local Option Sales Tax Extension,” Account 210105/56301).

1958

11. Approving the issuance of a Task Order, PD 03-04-59.7.1.ENG, on Contract 03-04.59, “Engineering Services for Drainage Basin Studies,” to HDR Engineering, Inc., to evaluate the Pensacola Bay Basin, for an amount of \$369,620.15 (Funding Source: Fund 351 “Local Option Sales Tax Extension,” Account 210105/56301).

1958

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Delano Drainage Area Project and the Lake Charlene Warrington Drainage Area Project (Funding: funding for the 25% match is available in Fund 352, Local Option Sales Tax [LOST] III, Project Number 12EN1763):
- A. Authorize submittal of the following projects and approve funding of the 25% match, as available in Fund 352, LOST III:

Delano Drainage Area:

This proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add capacity within the drainage area. Construction of this project is planned in four phases, although necessary work at each site may be initiated and conducted in parallel from a timing perspective.

The proposed project will reduce the 25-year/24-hour flood stage significantly, thereby preventing recurring flood impacts to infrastructure and to a number of buildings. Many of these structures will be entirely protected from future flood events, which eliminates future flood damage. The original Delano Street drainage area was bound by Fairfield Drive, Pace Boulevard, Massachusetts Avenue, and "W" Street. The project area was expanded due to flooding from the June 2012 and April 2014 storm events, to include consideration of down-gradient areas of the "L" Street Pond, Leonard Street, "M" Street just south of St. Mary Avenue, the "L" Street drainage system from Herman Street to Leonard Street, a portion of Fairfield Drive and Pace Boulevard's drainage system within the contributing drainage basin, Herman Street from Pace Boulevard to Palafox Street, and an old pit/pond on Herman Street. Drainage improvements for this project will address flooding of multiple properties, including Escambia County Sheriff's property - the Central Booking & Detention Facility, the recently built Waterfront Mission, the former Gulf Winds Credit Union building, and other businesses in this focus area.

Estimated Cost in application: ~~\$4,133,772.90~~ **Actual application costs \$7,549,071 for design, grant management, acquisition, and construction.**

(Continued on Page 47)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued...

A. Continued...

Lake Charlene Warrington Drainage Area:

This proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity to add capacity and/or improve conveyance within the drainage area. The goal of the current study is to provide conceptual drainage alternatives and cost estimates, considering existing stormwater data, limited new data collection, and rainfall event analysis. The primary drainage analysis will focus on flooding solutions around the properties, roadways, and infrastructure adjoining and within the vicinity of the Lake Charlene water body and Bridle Trail Estates pond, including but limited to, Lake Charlene Terrace, Lake Charlene Drive, Lake Charlene Lane, Clydesdale Drive, 61st Avenue, Arabian Drive, Arabian Circle, Bunker Hill Drive, Bunker Hill Circle, Kitty Hawk Circle, Kitty Hawk Drive, Lake Joanne Drive, Long Lake Drive, and surrounding roadways. Solutions reviewed in previous studies and/or developed in this study will be included in the upcoming grant application, which will be submitted for the County Administrator's signature.

Estimated Cost: ~~\$5,000,000~~ (actual costs after application development = \$1,992,309.38)


- B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for these two projects;
- C. Authorize the County Administrator or his designee, subject to Legal review and sign-off, to execute provided and subsequent applications for these two projects; and
- D. Accept, subject to Legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are adjacent to the designated HMGP sites.

Approved 5-0

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-32. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 32, as follows, with the exception of Items 17 and 19, which were held for separate votes, as amended to drop Items 1, 12.A.(1), and 15: 

1. Dropping the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment #164, Community Redevelopment Block Grant Fund (129), in the amount of \$281,868, recognizing Funds from the sale of voluntary tax credits and appropriating these Funds to assist the City of Pensacola in remediating the site known as the Corrine Jones Park.
2. Taking the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Bristol Creek/Bristol Park/Ashbury Hills Area, Lake Charlene Warrington Drainage Area Project, and the Beach Haven Northeast Phase 1, Drainage and Sanitary Sewer Project (Global Match):
 - A. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-08-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Bristol Creek/Bristol Park/Ashbury Hills Area, providing for 100% Federal funding, with Local Global Match approval, awarded at \$6,189,379;
 - B. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-19-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Lake Charlene Warrington Drainage Area, providing for 100% Federal funding, with Local Global Match approval, awarded at \$314,274;

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

2. Continued...

C. Approving the *Non-Financial Subgrant Agreement, Escambia County, Project Number 4177-09-R*, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners, for the Local Global Match applied to projects 4177-08-R and 4177-19-R, for the Beach Haven Northeast Phase 1 Drainage and Sanitary Sewer Project, as the fully qualified and eligible project for Local Global Match;

D. Ratifying the December 11, 2014, and February 19, 2015, Board approval authorizing the County Administrator to execute any subsequent Agreements and Program-related documents for these projects, specifically the Local Global Match Application, as referenced in the February 19, 2015, Board Minutes, and specifically authorizing execution of the application to leverage Funds for Local Global Match for these projects;

E. Authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

F. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for these projects; and

G. Accepting, subject to Legal review and sign-off, any Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are part of the project scopes.

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

Section (19), Mandated Conditions, Subsection (b), that "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."

ESCAMBIA COUNTY, FLORIDA



Delano Street Drainage Improvements

Hazard Mitigation Grant Program
FEMA 4177-DR-FL
June 1, 2015

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**Delano Street Drainage Improvements
Hazard Mitigation Grant Program Application
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**Citizens – Business – Government
Strengthening Community Readiness
Escambia County Local Mitigation Strategy (LMS)
Mitigation Initiative Proposal Form**

Original LMS score sheet scored early March 2015

Project Applicant(s): Escambia County

Is the project located in the unincorporated County, City, or Town: Unincorporated County

Contact Person: Mr. Chris Curb

Agency / Department: Escambia County Engineering Division of Public Works

Office Phone: (850) 595-3419

E-Mail Address: cacurb@co.escambia.fl.us

Project Title: Delano Street Drainage Improvements

(This must be exactly the same as the title in your grant application)

Project Address: There is not one address for this drainage project. GPS coordinates range within the following latitude and longitude points: Latitude 30.44 to 30.45 N; longitude -87.22 to -87.25.

Project GPS Coordinates: Please see GPS locations for 8 areas delineated in the application, Section II. Project Location.

Estimated Cost of Project (This must be exactly the same as the amount in your grant application) \$4,113,772.90

- 1. Briefly describe the scope of work for this project? A grant application is required to be submitted with this form and therefore will already provide a detailed description of the scope of the scope of work and thus will not be required to be restated here, though a brief few sentence description will need to be included on this form.**

The proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add to the existing stormwater capacity within the Delano Street Drainage Improvement Project area. Construction of the project is planned in four phases (although necessary work at each site may be initiated and conducted in parallel from a timing perspective.) All sites were modeled in conjunction with one another and with the improvements proposed. Proposed new/improved pond sites include: Delano Street pond (new); Herman Pond area (improved); Herman Pit (improvements); Fairfield Pond site 1 (new); Fairfiled Pond site 2 (new); Fairfiled Pond site 3 (new); L Street Pond (improvements); and Sheriff's Department CBDF pond site (new.)

2. Is there a pre-identified funding source for this mitigation measure? (You are required to attached/include an appropriate grant program completed application at the time you submit this LMS project proposal form.)

Hazard Mitigation Grant Program (HMGP)

Flood Mitigation Grant Program (FMGP)

Emergency Management Preparedness and Assistance (EMPA) Grant

Other: please identify

3. Is this a typical "construction" type mitigation project? If so, when was the structure originally built and any additions?

No; this is a drainage project.

4. Is this a planning type grant? No.

5. Is your project located in the corresponding hazard area as identified by the LMS hazard identification map, for which the project is mitigating against? (Wind, Flood, Wildfire, etc.) Please provide documentation to verify your claim.

This is a flood mitigation drainage project. The project is located in the X zone per FEMA Flood Insurance Rate Map panel 12033C 0380G dated September 29, 2006. Hydrologic studies/ reports have indicated, however, that the FEMA map may be incorrect. Additionally, this area has experienced significant historic flooding, resulting in tremendous loss of function to community-wide services including the Escambia Community Area Transit system, the complete evacuation of the County Jail,

and repeated substantial losses to both private business and residents over the years due to flooding.

6. If a benefit cost analysis is required for this project for the grant program being applied for, what is the benefit cost value of this project? The Benefit Cost Ratio for this project is 1.19. It is expected that this project will provide \$5,281,670 in benefits to the Delano area compared to the cost of implementing and maintaining the project, which is \$4,429,479.

Benefit/Cost will be calculated utilizing one of FEMA's approved modules as appropriate by the type of project.

FEMA's B/C Modules will need to be prepared by the responsible project-sponsoring agency. You are required to attach a copy of the B/C with this project proposal form as appropriate. Further detailed explanation of the criteria below can be found in the LMS Project Prioritization Criteria Explained document. This document will assist in putting perspective on the scoring criteria.

Criteria	Instructions	Points
<p>I. Is your project found in any current Escambia County City, Town, private, public or non-profit organizational or community planning document, capital improvement, budget, or similar document, etc?</p> <p>This project is listed in the County's 2013-2017 Five-Year Capital Improvement Program Schedule. There are 3 projects listed in the Delano Area highlighted on Page 6: 1) Delano Road Drainage, 2) Englewood Drainage/ Neighborhood Improvements, and 3) the L Street Pond Expansion. See Attachment 1 for verification.</p>	<p>Is the project specifically cited in the plan=10 Does the project accomplish a specific goal =8 Does the project generally fall under a goal=7 Not in Conflict with the referenced plan=5 In Conflict with Comp Plan=(-5)</p>	<p>10</p>
<p>II. Is the project considered a critical facility by the LMS? This criteria is not by definition, but by perception of the reviewing committee. (The applicant must provide information to justify that the project impacts a critical facility and justifies why the facility is a critical facility.)</p> <p>Yes. This project directly impacts the Escambia County Sheriff's Department Central Booking & Detention Facility (CBDF or jail), which has flooded multiple times due to this drainage problem. The CDBF meets the State of Florida definition of critical facility:</p> <p><i>"Critical facilities are defined as those structures from which essential services and functions for victim survival, continuation of public safety actions, and disaster recovery are performed or provided. Shelters, emergency operation centers, public health, public drinking water, sewer and wastewater facilities are examples of critical facilities. Though not explicitly included in the definition, supporting life-line infrastructure essential to the mission of critical facilities must also be included in the inventory when appropriate. Critical infrastructure" is defined as those systems and assets, whether physical or virtual, so vital that the incapacity or destruction of such systems and assets would have a debilitating impact on security, economy, public health or safety, or any combination of these elements."</i> (from FDEM website 11-5-14)</p>	<p>1.First responder facility-Fire, EMS, Law enforcement=10 pts. 2. Secondary emergency services organization facilities-ie. Red Cross, United Way, Salvation army, etc. =8 pts 3.Building/Facility in which public infrastructure personnel work-ie. County Engineering, facilities, etc.=6 pts. 4. Infrastructure facilities, ie. Drainage, lift stations, fire hydrants, sewage system, water system, etc.=4 pts. 5. Studies, data collection, GIS, etc. work to improve data relating to critical facilities as described in previous point descriptions=2 pts. 6. Not a critical facility or project benefiting critical facilities.=0 pts.</p>	<p>10</p>
<p>III. Community Rating System (CRS): Is the project an activity that benefits the CRS program, can be documented, and earn points for the program in any CRS community? See FEMA website for eligible activities at http://training.fema.gov/EMIWeb/CRS/.</p> <p>Yes. This drainage project will reduce flood damage throughout the Pensacola Bay basin, and will add CRS points under Activity 530: Flood Damage Reduction. See Attachment 2 for verification.</p>	<p>CRS Points for Flood Damage Reduction=10 CRS Points for Mapping and Regulatory=8 CRS Points for Flood Preparedness=6 CRS Points for Public Information=4 No CRS Points/Not Applicable=0</p>	<p>10</p>
<p>IV. Population benefited? (The amount of people directly benefiting from the project) This project will benefit more than 317,013 people directly affected by flooding in the project area. Please see data in the Benefit-Cost Analysis report for documentation of this number.</p>	<p><1,000=2 1,001 to 25,000=4 25,001 to 50,000=6 50,001 to 75,000=8 >75,000=10</p>	<p>10</p>

<p>V. Was the project reviewed and on the LMS project list before the date of declaration for the disaster in which the project is applying? Or was the project on the LMS list before the Notice of Funding Announcement NOFA was published?</p> <p>No, the project was not on either list.</p>	<p>Yes – 10 No - 0</p>	<p>0</p>
<p>VI. Environmental Considerations? If the project concerns environmentally sensitive areas, scope will be multiplied by 1.5.</p> <p>This project does not impact environmentally sensitive areas.</p>	<p>Negative Impact = (-5) No or Minimal Impact = 2 Positively affects the environment = 5 points</p>	<p>2</p>
<p>VII. To what degree does the project have the potential for the immediate prevention of loss of life?</p> <p>In the most recent 2014 flood event, the flooding that ensued destroyed roads and multiple water rescue missions were necessary in the area. In addition, 2014 flooding in the Escambia County Jail caused gas to leak and a subsequent explosion, killing two inmates and injuring 150 others. Relocating the jail and creating a stormwater facility in its stead will prevent injury and loss of life.</p>	<p>Immediate = 10 pts. Significant = 7 pts. Moderate = 5 pts. No prevention = 0 pts.</p>	<p>7</p>
<p>VIII. What is the life expectancy of the project?</p> <p>The project's useful life is 50 years.</p>	<p><10 years=2 11 to 20 years=4 20 to 30 years=6 30 to 40 years=8 > 40 years=10</p>	<p>10</p>
<p>IX. Does the project mitigate damages to a NFIP identified repetitive loss structure? Note: Does not apply to modified elevation projects</p> <p>As the project is not located within the floodplain, it is unlikely that area residences or businesses hold flood insurance. In addition, no properties that will benefit from this project are on the FEMA 2014 SRL and RL lists.</p>	<p>Yes, public facility=10 Yes, Private facility=5 No=0</p>	<p>0</p>
<p>X. Is the project in the mapped hazard area it proposes to mitigate against?</p> <p>This is a flood mitigation drainage project. The project is located in the X zone per FEMA Flood Insurance Rate Map panel 12033C 0380G dated September 29, 2006. Hydrologic studies/ reports have indicated, however, that the FEMA map may be incorrect. Additionally, this area has experienced significant historic flooding, resulting in tremendous loss of function to community-wide services including the Escambia Community Area Transit system, the complete evacuation of the County jail, and repeated substantial losses to both private business and residents over the years due to flooding.</p>	<p>Yes= 10 No=0</p>	<p>5</p>
	<p>Subtotal Total Points Available=</p>	<p>97.5</p>
	<p>Subtotal Total Points Scored=</p>	<p>64</p>

Deductions:

<p>XI. To what degree has mitigation been pursued and implemented in the proposed project?</p> <p>A Hydraulic and Hydrologic study has been completed for this area in order to model H&H improvement options and make recommendations with associated costs based on the modeled options. By modeling different alternatives, Escambia County was able to see the reduction in stormwater stages for each alternative and base their project upon those models. The project presented in this application is the most desirable alternative.</p>	<p>Fully considered in engineering, mitigation construction fully budgeted. (mitigation will be completed whether supplemental funding is identified or not)</p> <p style="text-align: right;">Deduct 0 (zero)pts</p> <p>Fully considered, in design and engineering, mitigation construction not budgeted/funded. (potentially, if supplemental funding is not found for the mitigation, the building will be built without mitigation completed)</p> <p style="text-align: right;">Deduct 15pts</p> <p>Mitigation not considered, not in design or engineering, not in budget, not yet built.</p> <p style="text-align: right;">Deduct 30pts</p> <p>Building already completed, no mitigation implemented, mitigation was never in design or engineering and the new construction was completed on or after Dec. 31, 1999.</p> <p style="text-align: right;">Reduce pts. By half</p>	<p style="text-align: center;">-0</p>
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Total points earned =	64
Total point deduction=	- 0
Total Points=	64
Divided by total potential points=	97.5
Priority Score %=	65.6%

Scoring worksheet completed
by: ARCADIS-US

Date
Completed: November 7, 2014

LMS Score Sheet Attachment 1

**Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program**

Description	Adopted Total 2013/14	2014/15	2015/16	2016/17	2017/18
352 Beulah Road Improvements/Beltway	0	0	0	700,000	0
352 Bobe Street Sidewalks	300,000	0	0	0	0
352 Bridge Renovations	1,516,666	1,263,170	1,270,162	1,016,666	516,670
352 Burgess Road Sidewalks	0	0	350,000	0	0
352 Congestion Improvements	1,308,532	837,000	818,000	1,618,000	0
352 Dirt Road Paving	2,300,000	2,500,000	2,500,000	3,000,000	0
352 E Street (Leonard to Cervantes)	0	0	400,000	0	0
352 East/West Longleaf Drive	0	8,000,000	8,190,000	0	0
352 Drainage	0	0	0	0	0
352 Hwy 297A Widening (Box) and Drainage	0	0	3,000,000	0	0
352 ITS Application (Box)	0	0	0	1,462,936	0
352 JPA/Design Box	0	0	0	300,154	599,846
352 Neighborhood Enhancements	1,400,000	700,000	700,000	2,800,000	0
352 Olive Road	0	0	0	0	0
352 Resurfacing	3,452,804	1,750,000	1,732,689	1,584,622	751,211
352 Sidewalks	500,000	500,000	500,000	900,000	0
352 Sidewalks District I	100,000	100,000	100,000	100,000	0
352 Traffic Calming	0	0	200,000	0	0
Drainage					
352 Avery Street Drainage	0	1,000,000	0	0	0
352 Beach Haven	0	1,700,000	0	0	0
352 Coral Creek Subdivision Drainage	285,000	0	0	0	0
352 Cove Avenue/Barmel Drainage	1,153,000	0	0	0	0
352 Crescent Lake	0	0	4,000,000	0	0
352 Delano Road Drainage	500,000	0	0	0	0
352 Eleven Mile Creek Restoration	0	1,000,000	0	0	0
352 Englewood Drainage/Neighborhood Improvements	0	1,000,000	0	0	0
352 Fairchild Drainage Project	0	100,000	600,000	0	0
352 Ferry Pass Zone 4 & 5	0	120,000	0	0	0
352 Ferry Pass, Zone 2 Drainage Project	0	180,000	0	0	0
352 Grande Lagoon Drainage Study	500,000	0	0	0	0
352 Gulf Beach Highway	6,000,000	0	0	0	0
352 Highway 297 Drainage	0	0	0	1,772,000	0
352 Jackson Street, Elysian Drainage Improvements	1,500,000	0	0	0	0
352 L Street Pond Expansion	600,000	0	0	0	0
352 Myrtle Grove Jackson	0	0	1,350,000	0	0
352 Nims Lane Drainage	175,000	0	0	0	0
352 Rebel Road	0	0	0	2,000,000	0
352 Water Quality/Flood Control	0	0	0	190,000	0
Sheriff					
352 Detention Facilities	240,000	240,000	240,000	7,561,796	0
352 Detention Vehicle Replacement	200,000	200,000	200,000	200,000	200,000
352 Sheriff Vehicle Replacement	2,941,818	2,941,818	2,941,818	2,681,818	2,681,818
Total Local Option Sales Tax III Fund	30,483,668	33,065,997	33,064,715	31,705,535	7,630,964
FUND: SOLID WASTE FUND					
Administration Division					
401 Desktop PC (2) (HP5N) & Optiplex)	2,800	0	0	0	0
401 Laptop Computer (1)	1,300	0	0	0	0
401 Printers (2)	8,900	0	0	0	0
Engineering & Environmental Quality Division					
401 Submersible Pumps (3)	15,000	0	0	0	0
Recycling Division					
401 Laptop Computer (1)	1,300	0	0	0	0
401 Recycling Containers (7)	23,700	0	0	0	0
401 Roll-Off Truck	175,000	0	0	0	0
Palafox Transfer Station					
401 Resurface Tipping Floor	125,000	0	0	0	0
401 Install Irrigation System	15,000	0	0	0	0
Landfill Gas to Energy					
401 De-watering Pumps (2)	10,000	0	0	0	0

LMS Score Sheet Attachment 2

CRS Activities and Elements

<u>300 Series: Public Information Activities</u>	Max	<u>400 Series: Mapping and Regulations</u>	Max
310 (Elevation Certificates)		410 (Floodplain Mapping)	
a EC Elevation Certificates (after CRS application d:	38	a NS New study	290
b ECPO Elevation Certificate on post-FIRM buildings	48	b LEV Leverage	N/A
c ECPR Elevation Certificate on pre-FIRM buildings	30	c SR State review	60
320 (Map Information Service)		d HSS Higher study standards	160
a MI1 Providing insurance information from the FIRM	30	e FWS Floodway standard	110
b MI2 LiMWA/floodway info/CBRS area	20	f MAPSH Special hazards mapping	50
c MI3 Other flood problems not shown on FIRM	20	g CTP Cooperating technical partner	132
d MI4 Flood depth data	20	420 (Open Space Preservation)	
e MI5 Special flood-related hazards	20	a OSP Preserved open space	1,450
f MI6 Historical flood information/repetitive flood loss	20	b DR Deed restriction	50
g MI7 Natural floodplain functions	20	c NFOS Natural functions open space	170
330 (Outreach Projects)		d SHOS Special hazards open space	50
a OP Outreach projects	200	e OSI Open space incentives	250
b FRP Flood response preparations	50	f LZ Low density zoning	600
c PPI Program for Public Information bonus	80	g NSP Natural shoreline protection	120
d STK Stakeholder bonus	50	430 (Higher Regulatory Standards)	
340 (Hazard Disclosure)		a DL Development limitations	1,330
a DFH Real estate agent disclosure of SFHA	35	b FRB Freeboard	500
b ODR Other disclosure requirements	25	c FDN Foundation protection	80
c REB Real estate brochure	12	d CSI Cumulative substantial improvement	90
d DOH Disclosure of other hazards	8	e LSI Lower substantial improvements	20
350 (Flood Protection Information)		f PCF Protection of critical facilities	80
a LIB Library	10	g ENL Enclosure limitations	240
b LPD Locally pertinent documents in the library	10	h BC Building code	100
c WEB Website	105	i LDP Local drainage protection	120
360 (Flood Protection Assistance)		j MHP Manufactured home park	15
a PPA Property protection advice	40	k CAZ Coastal A Zone regulations	650
b PPV Advice after a site visit	45	l SHR Special hazards regulations	100
c FAA Financial assistance advice	15	m OHS Other higher standards	100
d TNG Training	10	n SMS State mandated standards	20
370 (Flood Insurance Promotion)		o RA Regulations Administration	67
a FIA Flood insurance assessment	15		
b CP Coverage plan	15		
c CPI Plan implementation	60		
d TA Technical assistance	20		

CRS Activities and Elements

440 (Flood Data Maintenance)

a	AMD	Additional Map Data	160
b	FM	FIRM maintenance	15
c	BMM	Benchmark maintenance	27
d	EDM	Erosion data maintenance	20

450 (Stormwater Management)

a	SMR	Stormwater management regulations	380
b	WMP	Watershed master plan	315
c	ESC	Erosion and sedimentation control	40
d	WQ	Water quality regulations	20

500 Series: Flood Damage Reduction Activities

510 (Floodplain Management Planning)

a	FMP	Floodplain management planning	382
b	RLAA	Repetitive loss area analyses	140
c	NFP	Natural floodplain functions plan	100

520 (Acquisition and Relocation)

All		Acquisition and relocation of buildings	2,250
-----	--	---	-------

530 (Flood Protection)

PB(R)		Retrofitted buildings	1,600
PB(S)		Structural flood control and drainage projects	1,000

540 (Drainage System Maintenance)

a	CDR	Channel debris removal	200
b	PSM	Problem site maintenance	50
c	CIP	Capital improvements program	70
d	SDR	Stream dumping regulations	30
e	SBM	Storage basin maintenance	120
f	EPM	Coastal erosion protection maintenance	100

600 Series: Warning and Response

610 (Flood Warning and Response)

a	FTR	Flood threat recognition system	75
b	EWD	Emergency warning dissemination	75
c	FRO	Flood response operations plan	115
d	CFP	Critical facilities planning	75
e	SRC	StormReady community	25
f	TRC	TsunamiReady community	30

620 (Levees)

a	LM	Levee maintenance	95
b	LFR	Levee failure threat recognition sys	30
c	LFW	Levee failure warning	50
d	LFO	Levee failure response operations	30
e	LCF	Levee failure critical facilities	30

630 (Dams)

a	SDS	State dam safety program	45
b	DFR	Dam failure threat recognition syste	30
c	DFW	Dam failure warning	35
d	DFO	Dam failure response operations	30
e	DCF	Dam failure critical facilities	20

ESCAMBIA COUNTY, FLORIDA



Delano Street Drainage Improvements

State of Florida HMGP Application

STATE OF FLORIDA – HAZARD MITIGATION GRANT PROGRAM APPLICATION

THIS SECTION FOR STATE USE ONLY

FEMA- 4177-DR-FL

- Standard HMGP 5% Initiative Application Application Complete
 Standard FMA Initial Submission or Re- Submission

Support Documents

- Conforms w/ State 409 Plan
 In Declared Area
 Statewide

Eligible Applicant

- State or Local Government
 Private Non-Profit (Tax ID Received)
 Recognized Indian Tribe or Tribal Organization

Project Type(s)

- Wind
 Flood
 Other: _____

Community NFIP Status: (Check all that apply)

- Participating Community ID#: _____
 In Good Standing Non-Participating CRS

Reviewer Phone#: _____

Reviewer Fax#: _____

Reviewer E-Mail: _____

Date Application Received: _____

State Application ID: _____

State Reviewer: _____

Signature: _____

Date: _____

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this application, please contact your State Emergency Management Division at (850) 922-5944.

A. To Fill Out This Application: Complete all sections that correspond with the type of proposed project

General Application Sections: All applicants must complete these sections

Environmental Review: All applicants must complete these sections

Maintenance Agreement: Any applications involving public property, public ownership, or management of property

Damage Frequency

Assessment Worksheet: Acquisition, Elevation, Floodproofing (if FIS and H&H are unavailable) -- one worksheet per structure

Flood-Drainage

Improvement Worksheet: Acquisition, Elevation, Floodproofing (if FIS and H&H are available) -- one worksheet per structure

Tornado Worksheet: Safe Room Projects only

Wind Retrofit Worksheet: Wind retrofit projects only -- one worksheet per structure

Request for Public

Assistance Form: FEMA Form 90-49 (Request for Public Assistance): All applicants must complete, if applicable.

Acquisition Forms: If project type is Acquisition, these forms must be completed.
(Only one of the two *Notice of Voluntary Interest* forms is necessary.)

Model Statement of Assurances for Property Acquisition Projects

Declaration and Release

Notice of Voluntary Interest (Town Hall Version)

Notice of Voluntary Interest (Single Site Version)

Statement of Voluntary Participation

FEMA Model Deed Restriction Language

Application Completeness

Checklist: All applicants are recommended to complete this checklist

B. Applicant Information

FEMA-4177 -DR-FL

DISASTER NAME: Florida Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Ex., FEMA-1609-DR-FL; Hurricane Wilma

Title / Brief Descriptive Project Summary: Delano Street Drainage Improvements

1. Applicant (Organization): Escambia County
2. Applicant Type:

DRAFT

State or Local Government

Recognized Native American Tribe

Private Non-Profit

- 3. County: Escambia
- 4. State Legislative House District(s): 1 and 2 State Legislative Senate District(s): 2
Congressional House District(s): 1
- 5. Federal Tax I.D. Number: 596000598
- 6. Data Universal Numbering System (DUNS): 075079673
- 7. FIPS Code*: 033
(*if your FIPS code is not known, please fill out FEMA Form 90-49 (Request for Public Assistance) so that the Department may obtain a FIPS code for you)
- 8. National Flood Insurance Program (NFIP) Community Identification Number (this number can be obtained from the FIRM map for your area): 120080
- 9. NFIP Community Rating System Class Number (if available): 6
- 10. NFIP Last Community Assistance Visit Date (FMA ONLY): N/A
- 11. Attach proof of current Flood Insurance Policy (FMA ONLY): N/A

12. **Point of Contact**

Ms. Mr. Mrs. First Name: Chris Last Name: Curb
 Title: Engineering Manager - Stormwater
 Street Address: 3363 West Park Place
 City: Pensacola State: FL Zip Code: 32505
 Telephone: (850)595-3419 Fax: _____
 Email Address: cacurb@co.escambia.fl.us

13. **Application Prepared by**

Ms. Mr. Mrs. First Name: Frank Last Name: McColm
 Title: Planner Telephone: (850)895-4707 Fax: _____
 Email Address: frank.mccolm@arcadis-us.com

14. **Authorized Applicant Agent (proof of authorization authority required)**

Ms. Mr. Mrs. First Name: Jack Last Name: Brown
 Title: County Administrator Telephone: (850)595-4902
 Fax: _____
 Street Address: 221 Palafox Place
 City: Pensacola State: FL Zip Code: 32502
 Email Address: _____

Signature: _____

Date: _____

- 15. All proposed projects should be included in the county's Local Mitigation Strategy (LMS). Attached is a letter of endorsement for the project from the county's Local Mitigation Strategy Chairperson. Yes No
- 16. Has this project been submitted and/or funded under a previous disaster event? If so please provide the disaster number and project number if available. n/a

Section I. Project Description

A. Hazards to be Mitigated / Level of Protection

- 1. Select the type of hazards the proposed project will mitigate:
 Flood Wind Storm surge Other (list):
- 2. Identify the type of proposed project:
 Elevation and retrofitting of residential or non-residential structure
 Acquisition and relocation Acquisition and demolition
 Wind retrofit Minor drainage project that reduces localized flooding
 Other (please explain)

3. List the total number of persons that will be protected by the proposed project: 317,013
4. Fill in the level of protection and the magnitude of event the proposed project will mitigate.
(e.g. 23 structures protected against the 100-year [1%] flood)

216 structure(s) protected against the 25 -year Flood (10, 25, 50, 100, or 500 year)

N/A structure(s) protected against N/A mile per hour (mph) winds
5. **Engineered projects only** (e.g. Drainage Improvements, Erosion Control or other special project types. [Other special project types include drainage and other engineered projects. These projects are unlike acquisition, elevation or wind retrofits/shutters.]) Attach to this page **ALL** engineering calculations and design plans used to determine the above level of protection.
6. Project will provide protection against the hazard(s) above for 50 years. (i.e., what is the useful life of the project?)

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. ***Please ensure that each proposed project is mitigation and not maintenance.***
2. Description of the existing problems: On June 9, 2012 an unnamed storm produced a total rainfall of 13.11 inches over the course of 24 hours. The precipitation amount was equivalent to an FDOT storm event between the 50-year/24-hour (12.48 inches) and the 100-year/24-hour (13.44 inches). The area along Herman Street and L Street including the Waterfront Rescue Mission and businesses along L Street south of Herman Street experienced flooding as high as two feet above the finished floor elevations. The basement of the Escambia County Sheriff's Department Central Booking and Detention Facility also experienced substantial flooding due to the storm's discharge overwhelming of the basin/pump system. During this event, flooding also took place in extended areas both east and west of L Street as far south as West Cross Street.

On April 29, 2014 another historic rainfall event took place over portions of coastal Alabama and the western Florida Panhandle. Widespread flooding produced a number of sinkholes (some very large and deep), scoured and destroyed several roads within the county, and necessitated a multitude of water rescue missions due to flash flooding. Parts of Interstate 10, as well as many local roads, were closed to traffic and emergency access. These rainfall totals were exacerbated by two predominant rounds of storms, the first occurring on Monday night, April 28 and into the early morning hours of Tuesday, April 29 when significant flash flooding occurred over coastal Alabama and the western Florida Panhandle. Some 3-8" occurred in association with the first event, ending 7 AM CDT Tuesday 29 April. The second and more significant event occurred during the evening hours of Tuesday, April 29 to the early morning hours of Wednesday, April 30 over Mobile and Baldwin counties of Alabama and the three westernmost counties of the NW Florida Panhandle including Escambia County and the Delano area. During the second event, some 10-15" fell in a short time period (estimated 9 hours) and caused disastrous flooding throughout effecting residences, businesses, and transit networks simultaneously. Of significance, the two day estimated 20.47" total for the City of Pensacola lies between a 1 in 100 to 1 in 200 year event. It is worth mentioning that leading into the event, rainfall totals for the past two weeks and 30 days prior to the occurrence of this event were 200-600% of normal accumulation amounts according to 30 year PRISM Data. [NOAA. National Weather Service Report, Mobile/Pensacola Weather Forecast Office, Mobile, AL as reported on www.srh.noaa.gov/mob/?n=flashflood_04292014 on October 21, 2014.]

Many other previous storm events have resulted in significant impacts to Escambia County and the Delano area including an April 2005 rain event, Hurricane Ivan in 2005, Hurricane George in 1998, and Hurricane Frederick in 1979.

The Delano Street Study (DSS) area is characterized by substantial urban development with a small percentage of pervious area and potential locations for stormwater detention. The study area is more residential/mixed-use in nature while the areas downstream consist primarily of urban development. The shortage of detention storage and outfall capacity is the primary cause of flooding problems in this area.

There are currently three existing regional stormwater management facilities in the study area basin that are downstream

of the DSS area. They are the Herman Street Pit, the L Street Pond, and the Long Hollow Pond. In addition, there are several small ponds serving individual developments. These ponds typically discharge into closed drainage systems, which outfall to the regional ponds. Runoff from the northern basin boundary, the DSS area, and Pace Boulevard, is conveyed to Herman Street Pit, which conveys water to the L Street Pond with a 48" pipe. Additionally, a 60" pipe conveys water from Fairfield Drive east of L Street, turns south on L Street, upsizes to 72", and then converges with the 48" pipe from the Herman Pit near the Leonard Street intersection. The combined L Street systems outfall into the L Street Pond in a 96" pipe. The L Street Pond discharges to a closed drainage system along E street, and outfalls into the Long Hollow Pond. The Long Hollow Pond discharges directly into the Pensacola Bay through a closed drainage system along Alcaniz Street.

The Herman Street Pit and L Street Pond are at the lowest elevations of the upper Pensacola Bay Basin. A contributing area of approximately 290 acres flows to the Herman Street Pit. The Herman Street Pit lacks a sufficient outfall structure, which currently consists of a pipe in headwall using a chain link fence as a type of skimmer for debris control. A contributing area of approximately 350 acres flows to the L Street Pond, including the area to the Herman Street Pit. The L Street Pond's outfall consists of a two stage system utilizing an 18" pipe and a 24" pipe. Additionally, the L Street Pond contains an alum injection system to aid in contaminant removal from stormwater and a cylindrical concrete basin into which the Sherriff's Department Central Booking and Detention Facility outfalls. The concrete basin contains a pump system which was designed to control stages in the Sherriff's Department drainage system. The lowest part of this system is located in a topographic bowl, so the pump system is designed to handle the local area flowing to this low elevation and discharges into the L Street Pond.

A Hydrologic and Hydraulic analysis was conducted for the 25-yr/24-hr and 100-yr/24-hr storm events for existing conditions and to identify proposed solutions. The results indicate that flood conditions on sections of L Street and Herman Street will likely become exacerbated if no action is taken and multiple areas will continue to be affected, including the Waterfront Rescue Mission area and other properties shown as "Flooding Problem Areas" in the "Existing Condition Stages" document in HDR's 2014 report. The worst flooding occurs at the intersection of Herman Street and L Street in which the water depth is above 3 ft during a 25-year/24-hour storm event at this intersection. The flooding during the June 9, 2012 storm confirms the results of the analysis.

Approximately 290 acres drain to the Herman Street Pit and 350 acres to the L Street Pond in the upper section of the Pensacola basin. The only outfalls from the L Street Pond are an 18" and 24" pipe, which connect to a 48" pipe along E street and ultimately discharges to the Long Hollow Pond after accumulating more basin flow downstream. The deficiency in both detention storage and outfall capacity has resulted in the flooding of this area and throughout the DSS area.

3. Describe the type(s) of protection that the proposed project will provide: The proposed project will reduce the 100 year/24 hour flood stage significantly thereby reducing the number of structures and infrastructure impacted. Many of these structures will be entirely protected from future flood events eliminating future flood damage to many structures.

4. Scope of Work (describe in detail what you are planning to do):

The proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add capacity within the drainage area. All sites presented below were modeled in conjunction with one another and the improvements identified below. All of the sites listed below are collectively known as the Delano Street Drainage Improvement Project. Construction of the project is planned in phases although necessary work at each site may be initiated and conducted in parallel from a timing perspective. Each site included in the project is listed below with an explanation of the scope of work. Traffic and erosion control will be required at all sites to perform the scope of work as stated.

Project phases include:

1) ACQUISITION: Property appraisal, offer and closing for sites.

2) CONSTRUCTION: Clearing, grubbing, excavation and site work will then take place on all sites to prepare for the installation of new pipes; traffic and erosion control will be implemented. Installation of new pipes at each site; may be conducted simultaneously or in stages until completed. Final grading/fill work, sodding, mailbox and driveway replacement, and installation or repair of chain link fencing at each site before final inspections.

DELANO POND AND AREA DRAINAGE SYSTEM: This is a small 0.62 acre County-owned site located on Delano Street. This pond site will provide a location to convey stormwater in an area where little to no conveyance systems are in place. The existing structure will be demolished. Mitigation activities at this site: clearing and grubbing; excavation; sodding; and installation of chain link fence.

HERMAN POND AND AREA DRAINAGE SYSTEM: This is a 2.9 acre parcel located on Herman Street northwest of the intersection with Pace Boulevard. The County is in the final stages of the acquisition of the last remaining parcel which comprises the 2.9 acres. Acquisition is scheduled to be complete within one month of the date of this application. This pond will serve the area north of Delano Street which experiences frequent flooding. A portion of the stormwater from the Pace Boulevard drainage system will also be routed through this pond reducing the pressure to the Herman Pit (discussed below) also improving downstream timing. The stormwater from Pace Boulevard will be intercepted at the corner of Pace Boulevard and Clay Street and will be diverted through newly installed piping heading west along Clay Street and turning south into the Herman Pond. The outfall of Herman Pond into the Herman Street Pit will flow through newly installed piping which will head east along Herman Street. New piping will be added along the length of Q Street beginning at Clay Street heading south and ending at Delano Street. Mitigation activities at this site include: clearing and grubbing; excavation; installation of 18", 24", and 36" reinforced concrete pipe; 10 manholes; 18" and 36" mitered end sections; multiple ditch bottom inlets; and ties to existing infrastructure. In addition, swales and miscellaneous grading and fill, sodding, mailbox relations, concrete driveways and roadway cut and patch will be necessary for project completion. Improvements at this location will require work in Florida Department of Transportation (FDOT) right-of-way on Pace Boulevard. Chain link fencing will also be installed for safety and security purposes at the Herman Pond site.

EXISTING HERMAN PIT IMPROVEMENTS: The existing Herman Pit is a County-owned site, formerly owned by FDOT and was never designed as a stormwater management facility. Still, several acres of stormwater are routed there. The current pond lacks substantial stormwater capacity for an area its size due to the fact that it is covered in trees, vegetation, and holds water year round. Based on geotechnical investigation performed at the site, the pond currently holds water due to an impermeable layer at the pond bottom. Borings near the pond show that seasonal high water table is below the standing water elevation in the pond, confirming that there is a confining layer at the pond bottom. This could be caused by years of vegetative debris, silting, or a layer of poorly draining soil in the pond bottom. Further geotechnical investigation is recommended to determine if gaining additional capacity by deepening the pond is a potential option. Project upgrades to the existing site include clearing and grubbing to the existing pit limits, grading, excavation, and providing a formal outfall structure in order to formalize the pit as a functioning stormwater pond. Additionally, the pond will be expanded on the 2.0 acres located immediately west of the pond, giving the pond a square shape with expansion from the current 4.0 acre footprint to a 6.14 acre footprint while more than doubling the current capacity. Conversion to a pond site, expansion, and improved function is the goal for this site. The Herman Pit outfalls into the L Street system which outfalls to the south into the L Street Pond.

PROPOSED FAIRFIELD POND 1: This is a 1.3 acre site bounded by Fairfield Drive, Texar Drive, and open property to the east. Fairfield Pond 1 would be connected to Fairfield Pond 2 by a 24" equalizer pipe, essentially providing additional capacity to Fairfield Pond 2. The 60" Fairfield Drive system routed to Fairfield Pond 2 and the Palafox System to Fairfield Pond 3 would both flow through Pond 1 upon reaching their design capacity. The pond is proposed to discharge into the E Street System via a 24" outfall pipe with the water entering that system with no increase in outfall capacity diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. The Fairfield Pond 1 site is made up of the south end of one parcel. The parcel is divided by Fairfield Drive and the north end of that parcel would be utilized for Fairfield Pond 2. The parcel is currently for sale for \$600,000, however, the price has not been negotiated or appraised for actual value. The last sale price was \$180,000 in 2005. The parcel has undergone phase I & II environmental site assessments. It was determined that the site contains a trace amount of metals, such as lead, and arsenic at specific locations on the parcel. The County plans to fully assess, delineate, and clean up the contaminated soils as required prior to pond construction.

PROPOSED FAIRFIELD POND 2: This is a 7.72 acre site located south and west of the County Animal Shelter along Fairfield Drive and across the street from proposed Fairfield Pond 1. This pond will receive overflow from the proposed Fairfield Pond 3 to be located north of the Animal Shelter. The existing 60" pipe on Fairfield Drive will be cut off and routed to outfall into Fairfield Pond 2, diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. Fairfield Pond 2 will be connected to Fairfield Pond 1 through a 24" equalizer pipe and ultimately outfall through Fairfield Pond 1 outfall. The Fairfield Pond 2 site is made up of the northern part of the parcel which makes up Pond 1 and three other parcels located west of the Animal Shelter. The portion associated with Fairfield Pond 1 is currently for sale as discussed in the Pond 1 description. The parcels west of the Animal Shelter make up the majority of the site and are currently for sale for \$1.37 million (\$250,000 per acre), however the price has not been negotiated or appraised for actual value. The sale price is consistent with sale prices of surrounding property from the same property owner.

FAIRFIELD POND SITE 3: This is a 1.7 acre County-owned site is part of the County Animal Shelter site located north of the Animal Shelter facility to Herman Street. This pond will partially intercept flow from the Palafox drainage system which serves Palafox Street north of Herman Street to the basin limits. This flow will be intercepted through newly installed piping beginning at the intersection of Palafox and Herman Street heading southwest and then turning southeast

into Fairfield Pond 3. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 30" reinforced concrete pipe and mitered end sections; sodding; installation of an outfall structure and 2 manholes; and necessary ties to existing infrastructure. Coordination with the FDOT will be necessary to modify stormwater infrastructure under Herman Street requiring roadway cut and patch work. Chain link fencing will be installed around the perimeter of the site for safety and security purposes.

SHERIFF'S DEPARTMENT CENTRAL BOOKING AND DETENTION FACILITY (CBDF): This is a 4.7 acre County-owned site at the current location of the CBDF across the street from the existing L Street Pond. This site is currently made up of the County jail facility and surrounding parking areas. The county is completing a study to determine if the site will have a future use associated with the Sheriff's Department. Should the facility be relocated and existing structure(s) demolished a pond site will be developed. Relocation and demolition activities are not part of this application. This pond will be connected to the L Street Pond with an equalization pipe. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 18" and 36" reinforced concrete pipe; sodding; installation of multiple ditch bottom inlets; one smart box; removal of existing pipe and necessary ties to existing infrastructure.

L STREET POND IMPROVEMENTS: This is an existing County-owned pond site located on the southeast corner of Leonard Street and L Street adjacent to the County-owned Englewood Park site. The pond currently receives stormwater flow from all the areas upstream in the study area before outfalling into the E Street system. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 24" reinforced concrete pipe; sodding; installation of a manhole; modifications to the outfall; and necessary ties to existing infrastructure. In addition, the L Street pond improvements consist of lowering the Englewood Park football field adjacent to the pond. The existing pond berms will be re-graded to 3H:1V side slopes to add capacity.

5. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP or FMA project: There are other stormwater improvement and drainage projects planned by the City of Pensacola downstream of this project including the Long Hollow Pond; it is expected that these projects will receive some benefit from implementation of the Delano Street Drainage Improvement project. The County has notified the City of Pensacola its intent to implement this project and the two entities are coordinating in their efforts through regular joint staff meetings.

Section II. Project Location (Fully describe the location of the proposed project.)

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and zip codes. If available, please provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent: The pond and sites identified in the scope of work have the following coordinates. Please refer to Alternative C Layout for aerial imagery with overlays of proposed mitigation activities. Note: Pipe segment begin and end points are estimated and are subject to change following formal design and permitting.
 - DELANO POND [30.4466171290001, -87.243663347] bordered on the south by Delano Street; west by buildings along North S Street; north side by Town Street; east side by development along North Q Street.
 - HERMAN POND [30.449633368, -87.241158394] bordered on the south by West Herman Street; west by residences on North Q Street; north by residences on Clay Street; east by structures on North Pace Boulevard.
 - Pipe segment 1 runs 1,500 feet up North Q Street from Delano Street to Clay Street. South beginning point [30.4463447438162, -87.2421749628104]; north end point [30.4503581094883, -87.2420332604918]
 - Pipe segment 2 begins at [30.4497381264743, -87.2403857900238], runs northeast 276 feet, east 160 feet down Clay Street, and ends at [30.4504712906509, -87.2398137583839] at the corner of Clay Street and North Pace Boulevard.
 - HERMAN STREET PIT [30.4496020930001, -87.237975413] bordered on the south by Herman Street; west by buildings fronting North Pace Blvd. (CR 292); north by RR tracks; east by buildings along John Gray Street.
 - The pipe segment that connects Herman Pond to the Herman Pit will begin at [30.4491635464612, -87.240052260969] and run approximately 623 feet east on Herman Street, then turn northeast for approximately 175 feet and end at [30.449224390006, -87.2378966463988]
 - FAIRFIELD POND 1 [30.4457348830001, -87.229783166] a vacant parcel of land bordered on the south by East Texar Drive; west by structures on West Texar Drive; north by East Fairfield Drive; and east by

structures on North Palafox Street.

- A pipe segment will begin on the corner of West Hayes Street at [30.4433801607889, -87.2286353293076] and run about 523 feet north on North E Street, turn northwest for 150 feet to cross East Texar Drive, and end at [30.4451398477765, -87.2288819747551].
- FAIRFIELD POND 2 [30.4460659770001, -87.231325733] a vacant parcel of land bordered on the south by East Fairfield Drive; west by parking lots for the Escambia County Central Office Complex (COC) on West Park Place; and northeast by Escambia County Animal Shelter.
 - A pipe segment connecting Fairfield Pond 1 to Fairfield Pond 2 will begin at [30.4456911761344, -87.2307674958968] and run northwest approximately 227 feet beneath East Fairfield Drive to end at [30.4461092547573, -87.2311924091663].
- FAIRFIELD POND 3 [30.4477076250001, -87.23126585] a vegetated parcel of land bordered on the south by the Escambia County Animal Shelter; west by a new housing complex; north by vacant land on Herman Street; and east by structures on North Palafox Street.
 - A pipe segment connecting Fairfield Pond 2 to Fairfield Pond 3 will begin at [30.4466257361447, -87.2314691531568] and run north approximately 167 feet to end at [30.4471137571197, -87.2314289820913].
 - A pipe segment will begin at [30.4484283980774, -87.2313677552036] and run north for approximately 189 feet, and then run east for approximately 253 feet on North Palafox and end at [30.4493546839201, -87.2308964846999].
- SHERIFF'S DEPARTMENT CENTRAL BOOKING AND DETENTION FACILITY (CBDF) [30.442046976, -87.232747206] otherwise known as the Escambia County Jail, is bordered to the south by St. Mary Avenue; west by the Escambia County Sherriff's Office on North L Street; north by Rosewood Manor; and east by North H Street.
 - A pipe segment connecting CBDF to L Street Pond will begin at [30.4410962458584, -87.2353550483638] and run northeast approximately 635 feet beneath St. Mary Avenue to end at [30.4417891053643, -87.2336172503552].
- L STREET POND [30.440789459, -87.2353449519999] an existing drainage pond bordered to the south by vacant land on West Cross Street; West Leonard Street dead ends to the east; St. Mary Avenue borders the north; and baseball fields are located to the east on N H Street.

2. Title Holder: Escambia County and Private Citizens

3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? YES NO

4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. That is, **all** structures in project area.

- Residential property: 103
- Public buildings: _____
- Other: 29

- Businesses/commercial property: 78
- Schools/hospitals/houses of worship: 6

B. Flood Insurance Rate Map (FIRM) showing Project Site

<input checked="" type="checkbox"/> Attach two (2) copies of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. <i>FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map.</i> FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1	
Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area).	
(See FIRM legend for flood zone explanations) (A Zone must be identified)	
<input type="checkbox"/> VE or V 1-30	<input type="checkbox"/> AE or A 1-30
<input type="checkbox"/> AO or AH	<input type="checkbox"/> A (no base flood elevation given)
<input type="checkbox"/> B or X (shaded)	<input checked="" type="checkbox"/> C or X (unshaded)
<input type="checkbox"/> Floodway	
<input type="checkbox"/> Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this zone. Please coordinate with your state agency before submitting an application for a CBRA Zone project).	
<input type="checkbox"/> If the FIRM Map for your area is not published , please attach a copy of the Flood Hazard Boundary Map (FHB) for your area, with the project site and structures clearly marked on the map.	

Attach a copy of a Special Flood Hazard Area Flood Insurance Assurance(s).

C. City or County Map with Project Site and Photographs

- Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
- Attach a USGS TOPO map with project site **clearly** marked on the map.
- For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired. The map should include the Tax ID numbers for each parcel, if possible.
- Attach photographs (a minimum of 2 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas, which affect the project site or will be affected by the project. For each structure, please include the following angles: front, back and both sides.

Section III. Budget/Costs

In this section, provide details of all the estimated costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. **Do not** include contingency costs in the budget. ***Avoid the use of lump sum costs.***

Note: To be eligible for HMA funding, pre-award costs must be identified as separate line items in the cost estimate of the application. This must be done in addition to filling out the HMGP Pre-Award Cost Request Form. Please mark each pre-award cost with an asterisk (*).

A. Materials

<i>Item</i>	<i>Dimension</i>	<i>Quantity</i>	<i>Cost per Unit</i>	<i>Cost</i>
See attached "Delano Street Drainage Improvements" estimate.				

B. Labor (Include equipment costs. Please indicate all "soft" or in-kind matches. All in-kind match must be identified in the Section III. Budget/Costs of this application.)

<i>Description</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>
See attached "Delano Street Drainage Improvements" estimate.			

C. Fees Paid (Include any other costs associated with the project.)

<i>Description of Task</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>
See attached "Delano Street Drainage Improvements" estimate.			

Total Estimated Project Cost \$ 6,488,476.14

D. Funding Sources (Round figures to the nearest dollar.)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. The FMA program requires that the maximum in-kind match be no more than 12.5% of the total project costs. HMGP/FMA funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level such as CDBG and certain tribal funds) may not be used for the non-Federal share of the costs.

Estimated FEMA Share \$ 4,866,357.09 75 % of Total (maximum of 75%)

Non-Federal Share

Estimated Local Share \$ 1,622,119.05 25 % of Total (Cash)
 \$ % of Total (In-kind*)
 \$ % of Total (Project Global Match**)
 Global Match Project Title:

Other Agency Share \$ % of Total

(Identify Other Non-Federal Agency and availability date:)

Total Funding sources from above \$ 6,488,476.14 100 **Total %** (should equal 100%)

*Identify proposed eligible activities directly related to project to be considered for In-kind services. (Note on Section B)

**Separate project application must be submitted for each project (Global) Match project.

E. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years for performance, e.g. Designing, Engineering, Permitting, etc. These milestones should correspond with the scope of work and budget.

<i>Milestone</i>	<i>Number of Days to Complete</i>
[Example: Demolition of 6 structures and removal of debris	14 days]
State/Local Bidding and Contracting Process	4 Months
Design	4 Months
Permits	1 Months
Construction	21 Months
State Final Inspection	2 Months
State Closeout Process	3 Months
Weather Delays	1 Months
TOTAL	36 Months

Section IV. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because HMGP/FMA are federally funded programs, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, please provide the applicable documentation from this section to facilitate the NEPA compliance process.

- Detailed project description, scope of work, and budget/costs (Section I and Section III of this application).
- Project area maps with project site and staging area marked (Section II, part B & C of this application).
- Project area/structure photographs (Section II, part C of this application).
- Preliminary project plans.
- Project alternatives description and impacts (Section IV of this application).
- Please complete the applicable project worksheets. Dates of construction are required for all structures.
- Environmental Justice – Attach documents regarding evaluation (required) and satisfactory resolution (if necessary) of Environmental Justice issues (Highly Disproportionate, Adverse Impacts [effects] on Minority or Low Income Populations.) Documents can include public meeting records, media reports, letters from interested persons and groups, studies on population, ethnic groups, quality of life, housing, economics, transportation, public services, schools, public health, recreation, voting, etc.
- Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* (p. 10 of this application).

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

Are there low income or minority populations in the project area or adjacent to the project area? If yes, please describe any disproportionate and adverse effects to these populations.

Yes, this project will positively impact low income and minority populations within Escambia County. For example, this project will reduce risk of flood damage and operation interruption for many facilities which serve these populations such as Escambia Area Community Transit (ECAT) main terminal and the Waterfront Rescue Mission, among others. In addition, this project will reduce flood impacts to transportation infrastructure which directly benefit low income and minority populations throughout Escambia County. Please see the attached US Census Data for additional information on Low Income and Minority Populations within Escambia County.

To help evaluate the impact of the project, please indicate below any other information you are providing:

- Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- Attached materials or additional comments.

C. Information required for Tribal Consultations

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.
Please see attached Future Land Use Map. The current use of all sites is vacant land, residential and commercial except for the CBDF which serves as the County Jail.

2. Provide information on any known site work or historic uses for project location.
The L Street pond is currently serving as a stormwater management facility. The CBDF is currently the County Jail. All other sites are vacant land, residential and commercial.

- Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (ft) and vertical depths (sq ft) of all anticipated ground disturbance.

D. Alternative Actions

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the “No Action Alternative.”

1. No Action Alternative

Discuss the impacts on the project area if no action is taken.

A Hydrologic and Hydraulic analysis was conducted for the 25-yr/24-hr and 100-yr/24-hr storm events for existing conditions. The results indicate that the section of L Street will flood between Herman Street to the mid-block between Herman Street and L Street, including the Waterfront Rescue Mission and other properties. The worst flooding occurs at the intersection of Herman Street and L Street. The water depth is above 3 ft during a 25-year/24-hour storm event at this intersection. The flooding during the June 9, 2012 storm confirms the results of the analysis.

Approximately 290 acres drain to the Herman Street Pit and 350 acres to the L Street Pond in the upper section of the Pensacola basin. The only outfalls from the L Street Pond are an 18” and 24” pipe, which connect to a 48” pipe along E Street and ultimately discharges to the Long Hollow Pond after accumulating more basin flow downstream. The deficiency in both detention storage and outfall capacity has resulted in the flooding of this area.

GIS contours show that the topography in the DSS Area is relatively high with decent relief. As verified by modeling results, the flooding in this area is caused more by the lack of conveyance than the lack of storage. The area relies mostly on overland flow and flow along the edge of pavement and some roadside swales instead of a storm sewer system to collect and convey storm water.

If no action is taken to alleviate the flooding in this sub-basin, rain events greater than the 25-year/24 hour event will continue to bring flood waters to areas south of the Delano Street area, all the way down to south of Fisher Street, approximately 1 mile from the Delano Street area. Both commercial and residential properties will continue to experience interior flood depths in accordance with the severity of the storm events.

2. Other Feasible Alternative

Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Complete *all* of parts **a-e** (below) and include engineering details (if applicable).

a. **Project Description for the Alternative**

Describe, in detail, the alternative project. Also, explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s).

An alternative that was considered to the proposed project was acquisition of most vulnerable and at-risk structures that have a history of flood damage. This alternative would solve the flooding issue by removing at-risk structures from the vulnerable areas. Following discussion and analysis, it was determined that this alternative is not the most favorable due to expense and other limitations. All property owners must voluntarily sell their property which was unlikely given the number and expense of vulnerable structures. In addition, this alternative would only provide benefits to select property owners and not reduce flood vulnerability to other types of at-risk infrastructure in the study area. Further, it would be difficult to implement this alternative in a fair and equitable manner.

b. **Project Location of the Alternative** (describe briefly)

- Attach a map or diagram showing the alternative site in relation to the proposed project site
- Photographs (2 copies) of alternative site

c. **Scope of Work for Alternative Project**

The scope of work for the alternative project would be to identify and prioritize the most vulnerable structures for acquisition. Property owners would be contacted and site analysis conducted at the interested properties to assess individual acquisition scopes of work and cost estimates by site. Escambia County would then purchase approved sites, demolish them, remove debris, and return the parcels to their nature state.

d. **Impacts of Alternative Project**

Below, discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (upstream and downstream surface water impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

No issues were identified per the above description of impact for the alternative project.

e. **Estimated Budget/Costs for Alternative Project**

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

1. Materials

<i>Item</i>	<i>Dimension</i>	<i>Quantity</i>	<i>Cost per Unit</i>	<i>Cost</i>
Lump Sum for Acquisition/Demolition				\$15 Million

2. Labor (Include equipment costs. Please indicate all “soft” or in-kind matches.)

<i>Description of Task</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>
Please see above lump sum estimate.			

3. Fees Paid (Include any other costs associated with the project.)

<i>Description of Task</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>
Please see above lump sum estimate.			

Total Estimated Project Cost \$15 Million

10. Application Prepared By	Please provide the preparer information. May be different from the point of contact (line 8) and/or the applicant's agent (line 10).	X
11. Authorized Applicant Agent	An authorized agent must sign the application. <i>“An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or county Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the <u>resolution</u> by the governing body authorizing the signature authority for the individual signing must be provided.”</i>	
12. LMS Letter	A letter of endorsement for the project and its priority number from the Local Mitigation Strategy must be included. Refer to Sample LMS Letter . Applications without a letter of endorsement will not be processed.	X

Section I - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards the Proposed Project will Mitigate	Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	X
2. Identify the Type of Proposed Project	Describe the mitigation project being proposed. (Example: drainage, wind retrofit, etc.)	X
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project.	X
4. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, the product specifications should include product test results or a signed and sealed letter from a professional engineer assuring the wind standard, missile impact, etc.)	X
5. Engineered Projects Only (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project (<i>for engineered projects only</i>).	X
6. Life of the project	Determine the useful life of this project. If FEMA's standard values are not used, please attach support documentation as a justification of the value entered. (Example: in a wind retrofit project, the product specifications should include product life.) FEMA's standard values are: infrastructure and major drainage, 50; elevations and minor drainage, 30; wind, 15; acquisition, 100.	X

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

<p>1. Existing Problem</p>	<p>Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, please describe the 406 activities.</p>	<p>X</p>
<p>2. Type of Protection</p>	<p>Determine how the funding will solve the existing problem and provide protection.</p>	<p>X</p>
<p>3. Scope of Work: What the Project Proposes to Do</p>	<p>Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) <i>Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[b][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[b][5][i])? See Sample Scope of Work Language</i> in HMGP Application Reference Material. Generators should not be included in the scope of work unless said generator only powers the mitigation element or is for a critical facility.</p>	<p>X</p>
<p>4. On-Going or Proposed Projects in the Area</p>	<p>Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Answer Yes/No or unknown with an explanation required if yes. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), please describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with the above referenced HMGP application.</p>	<p>X</p>

Section II - Project Location

A. Site

<p>1. Physical Location</p>	<p>List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude). The physical address must correspond with the address locations specified on maps submitted with the application.</p>	<p>X</p>
<p>2. Title Holder</p>	<p>Provide the titleholder's name.</p>	<p>X</p>

3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line.	X
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item 4.)	X

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to http://www.store.msc.fema.gov/ . See instructions on How to make a FIRMette.	X
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). If project is located in a Special Flood Hazard Area, proof of flood insurance will need to be provided. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.	X
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	N/A

Note: All maps must be linked to the application.

C. City or County Map with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	X
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to http://www.Digital-Topo-Maps.com	X
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	X
4. Site Photograph	At least two sets of photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas, which affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Please label photographs appropriately. In addition, CDs may be submitted.	X

Note: All maps must be linked to the application.

Section III - Budget/Costs

Please make sure all calculations are correct. Provide a breakdown of materials, labor and fees paid for the proposed project. Support documentation must be attached, i.e. vendor’s quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. **Please make sure contingency costs are not included.** It is important to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	Describe the cost of materials.	x
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use “in-kind” contribution as part of the 25% match. (Attach support documentation for in-kind match to detail wages and salaries charged for any in-kind contribution. No overtime wages can be used to satisfy “in-kind” match contributions).	x
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested (See Pre-award Costs guidance).</i>	x
Total Estimated Project Cost	Please make sure all calculations are correct. This figure should be the same as the figure for total funding.	x

D. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 44 CFR 13.24 (b)(1).

1. Estimated FEMA Share	The estimated FEMA share is generally 75%. If the FEMA share is not 75%, assure actual amount is entered. It could be 50% or 35%, etc. of the total dollar amount of project depending on county allocation and LMS priority. This figure cannot exceed 75%.	x
2. Estimated Local Share	May include all 3 sources, i.e. cash, “in kind” and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	x
3. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. <i>Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only.</i>	N/A
4. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA’s approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which	N/A

	project(s) will be matched. <i>The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.</i>	
5. Total Funding	Total must represent (100%) of the total estimated project cost.	X

E. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line (<i>e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc. See Typical Project Milestones for estimated time-frames</i>) for the critical activities not to exceed a period of 3 years for performance. Milestones should not be grouped together but listed individually. Please allot for the appropriate amount of time.	X
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Section IV - Environmental Review & Historic Preservation Compliance

A. No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Detailed Project Description, Scope of Work & Budget/Costs	Complete Sections I & III of the application.	X
2. Project Area Maps	Complete Section II, part B & C of the application.	X
3. Project Area/Structure Photographs	Complete Section II.	X
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	X
5. Project Worksheets – Dates of Construction Required on All Projects	Dates of construction are required for all structures. See worksheets.	X
6. Documentation Requirements by Project Type	Provide any of the required documentation as listed on page 9 in the Information and Documentation Requirements by Project Type that may have already been obtained.	X

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Documentation of Environmental Justice	Determine the proportion of the population, in either the project zip code or city, characterized as having a minority background, and proportion of the population living below poverty level. Go to http://www.census.gov/ . If yes, complete Section IV, part B.	x
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C. Information required for Tribal Consultation

1. Documentation for Tribal Consultation	For all projects with any ground disturbing activities, complete Section IV part C.	x
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D. Alternative Actions

1. No Action Alternative	Please discuss the impacts on the project area if no action is taken.	x
2. Other Feasible Alternative Action	Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[b][5][iii])	x
a. Project Description for the Alternative	NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other feasible alternative must be provided. Describe how the alternative project will solve the problem and provide protection from the hazard.	x
b. Project Location of the Alternative (describe briefly)		
c. Scope of Work for Alternative Project		
d. Impacts of the Alternative Project		

E. Estimated Budget/Costs for Alternative Project

1. Materials	Optional	
2. Labor	Optional	
3. Fee Paid	Optional	
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	x

Section V – Other Required Documentation

1. Maintenance Agreement	Please complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	
2. FFATA Form	Please complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience.	
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	N/A
4. Pre-award Cost Form	If pre-award costs are being requested with your project, please be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	
5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	N/A
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are included for your convenience. Please use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	

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Delano Street Drainage Improvements

Section I Attachments: Project Description Property Appraiser Data

Delano Pond
Herman Pond
Herman Pit
Fairfield Ponds
CBDF and L Street

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Chris Jones Escambia County Property Appraiser

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

[Back](#)

← Navigate Mode Account Reference →

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12/07/2011	6794 205 \$77,000 WD View Instr																																																												
01/1978	1263 565 \$100 WD View Instr																																																												
01/1969	465 865 \$12,500 WD View Instr																																																												
01/1905	1104 907 \$100 WD View Instr																																																												
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller																																																													
2014 Certified Roll Assessment																																																													
Improvements:	\$19,147																																																												
Land:	\$14,516																																																												
Total:	\$33,663																																																												
<u>Non-Homestead Cap:</u>	\$33,663																																																												
Disclaimer																																																													
Amendment 1/Portability Calculations																																																													
2014 Certified Roll Exemptions																																																													
COUNTY OWNED																																																													
Legal Description																																																													
E 1/2 LT 84 & ALL LTS 85 86 HYER PLACE PB 1 P 92 OR 6794 P 205 SEC 8/9 T 2S R 30																																																													
Extra Features																																																													
METAL BUILDING																																																													

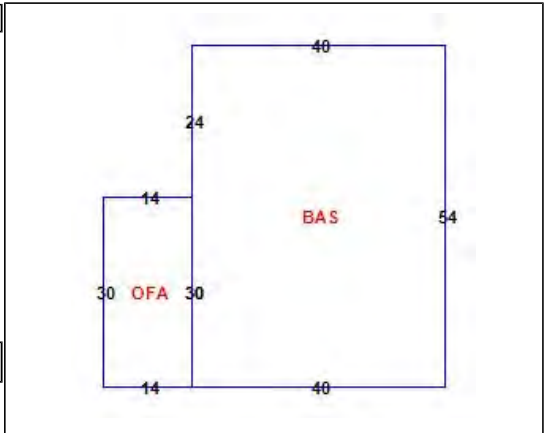
Parcel Information	
<p>Section Map Id: 09-2S-30-4</p> <p>Approx. Acreage: 0.4400</p> <p>Zoned: C-2</p> <p>Evacuation & Flood Information Open Report</p>	<div style="text-align: center; margin-bottom: 10px;"> </div> <div style="text-align: right; margin-bottom: 10px;"> Launch Interactive Map </div>



Buildings

Building 1 - Address:2420 W DELANO ST, Year Built: 1959, Effective Year: 1959

Structural Elements
DECOR/MILLWORK-AVERAGE
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-UNFINISHED
NO. PLUMBING FIXTURES-2.00
NO. STORIES-1.00
ROOF COVER-ROLLED ROOFING
ROOF FRAMING-FLAT/SHED
STORY HEIGHT-8.00
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 2580 Total SF
BASE AREA - 2160
OFFICE AVG - 420

Images



2/13/08



8/10/06



5/29/07



12/9/13

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.



Chris Jones Escambia County Property Appraiser

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

[Back](#)

← Navigate Mode Account Reference →

General Information

Reference: 092S301100000087
Account: 052763000
Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: DELANO ST 32505
Use Code: VACANT RESIDENTIAL 🔍
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	\$0
Land:	\$5,056
Total:	\$5,056
<u>Non-Homestead Cap:</u>	\$5,056

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/07/2011	6794	205	\$77,000	WD	View Instr
01/1976	967	804	\$100	WD	View Instr
01/1976	1030	755	\$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions
 COUNTY OWNED

Legal Description
 LT 87 HYER PLACE PB 1 P 92 OR 6794 P 205 SEC 8/9 T 2S R 30

Extra Features
 None

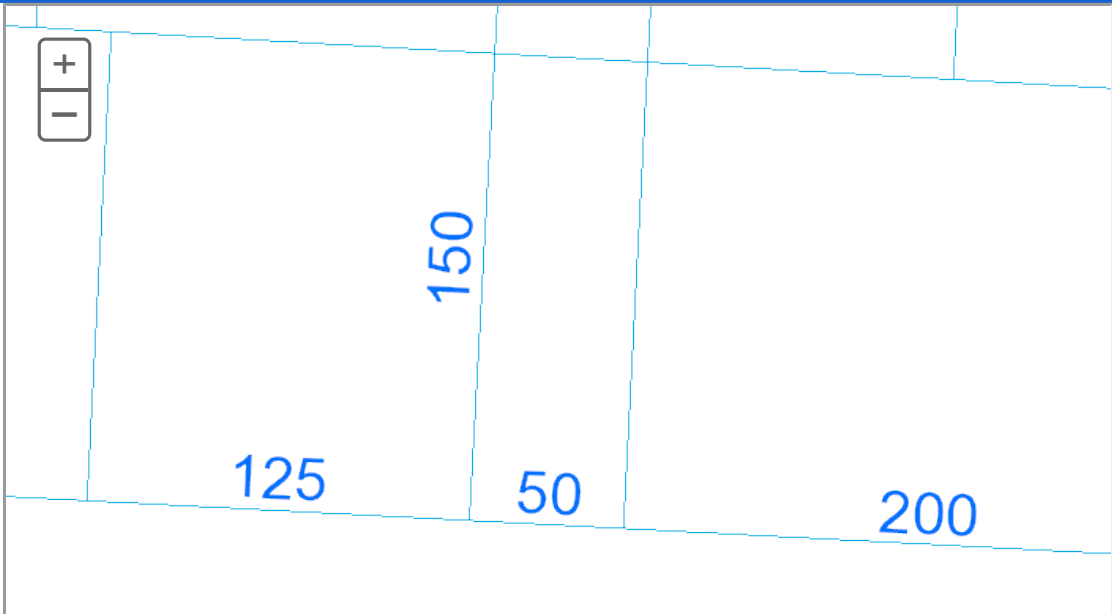
Parcel Information [Launch Interactive Map](#)

Section Map Id:
[09-2S-30-4](#)

Approx. Acreage:
 0.1800

Zoned: 🔍
 C-2

Evacuation & Flood Information
[Open Report](#)





Chris Jones Escambia County Property Appraiser

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

[Back](#)

← Navigate Mode Account Reference →

General Information	
Reference:	092S301100000172
Account:	052830000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	2208 W HERMAN AVE 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

2014 Certified Roll Assessment	
Improvements:	\$0
Land:	\$14,098
Total:	\$14,098
<u>Non-Homestead Cap:</u>	\$14,098
Disclaimer	
Amendment 1/Portability Calculations	

Sales Data		
Sale Date	Book Page Value Type	Official Records (New Window)
10/29/2010	6652 1769 \$100 CT	View Instr
04/1952	355 162 \$100 WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		

2014 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LT 172 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 OR 6652 P 1769

Extra Features
None

Parcel Information [Launch Interactive Map](#)

Section Map Id:
[09-2S-30-4](#)

Approx. Acreage:
0.9600

Zoned:
C-2

Evacuation & Flood Information
[Open Report](#)


[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

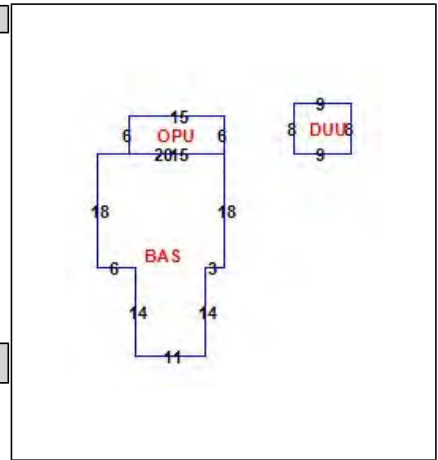
Building 1 - Address: 2208 W HERMAN AVE, Year Built: 1954, Effective Year: 1954

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-1.00
EXTERIOR WALL-SIDING-MINIMUM
FLOOR COVER-ASPHALT TILE
FOUNDATION-WOOD/NO SUB FLR
HEAT/AIR-NONE
INTERIOR WALL-WOOD/WALLBOARD
NO. PLUMBING FIXTURES-3.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STRUCTURAL FRAME-WOOD FRAME

 Areas - 676 Total SF

BASE AREA - 514
DET UTILITY UNF - 72
OPEN PORCH UNF - 90



Images



1/8/10



3/15/11



12/23/02



1/26/12



12/17/12

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.



Chris Jones Escambia County Property Appraiser

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

[Back](#)

← Navigate Mode Account Reference →

General Information	
Reference:	092S30110000173
Account:	052831000
Owners:	BLANKENSHIP RICKY L
Mail:	5422 TOMLINSON RD PENSACOLA, FL 32526
Situs:	2112 W HERMAN ST 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

2014 Certified Roll Assessment	
Improvements:	\$0
Land:	\$5,130
Total:	\$5,130
<u>Non-Homestead Cap:</u>	\$5,130
Disclaimer	
Amendment 1/Portability Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/17/2013	7032	156	\$100	QC	View Instr
03/12/2013	6988	1993	\$2,800	TD	View Instr
09/1986	2282	17	\$100	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2014 Certified Roll Exemptions
None

Legal Description
W 50 FT OF LT 173 HYER PLACE PB 1 P 92 OR 7032 P 156...

Extra Features
None

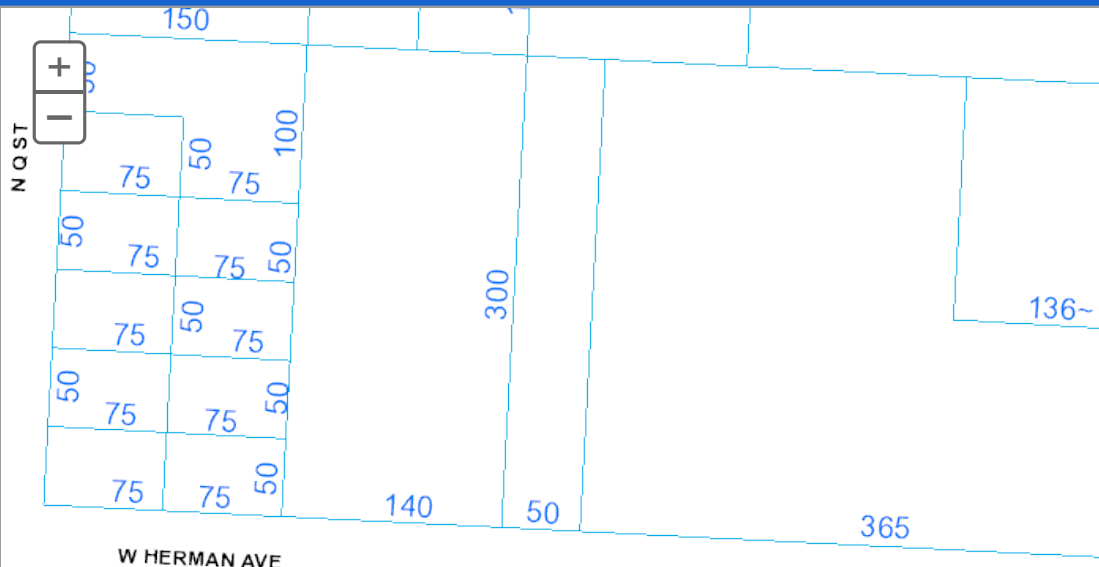
Parcel Information [Launch Interactive Map](#)

Section Map Id:
[09-2S-30-4](#)

Approx. Acreage:
0.3400

Zoned:
C-2

Evacuation & Flood Information
[Open Report](#)




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Buildings

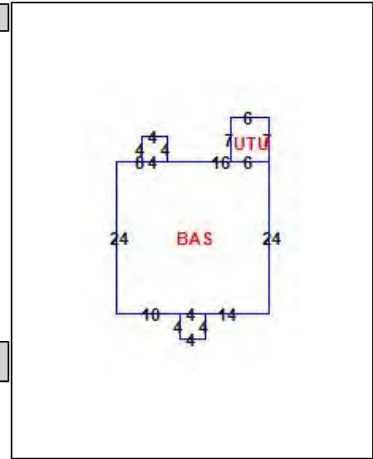
Building 1 - Address:2112 W HERMAN ST, Year Built: 1950, Effective Year: 1950

Structural Elements

DECOR/MILLWORK-MINIMUM
DWELLING UNITS-1.00
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-ASPHALT TILE
FOUNDATION-WOOD/NO SUB FLR
HEAT/AIR-WALL/FLOOR FURN
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STRUCTURAL FRAME-WOOD FRAME

 Areas - 650 Total SF

BASE AREA - 576
OPEN PORCH UNF - 32
UTILITY UNF - 42



Images



1/8/10



3/15/11



12/23/02



1/26/12



12/17/12

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:11/06/2014 (tc.5248)



Chris Jones

Escambia County Property Appraiser

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

[Back](#)

← Navigate Mode Account Reference →

General Information

Reference: 092S301100001173
Account: 052832000
Owners: ESCAMBIA COUNTY
 BOARD OF COUNTY COMMISSIONERS
Mail: 221 S PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 3601 N PACE BLVD 32505
Use Code: VACANT COMMERCIAL 🔍
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements: \$0
Land: \$96,425
Total: \$96,425
Non-Homestead Cap: \$96,425

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/30/2013	7099	195	\$360,000	WD	View Instr
08/2003	5208	910	\$50,000	QC	View Instr
12/2000	4646	2009	\$124,900	WD	View Instr
09/1999	4463	332	\$150,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

COUNTY OWNED

Legal Description 🔍

E 90 FT OF LT 173 ALL LT 174 AMD S1/2 OF LT 175 HYER PLACE PB 1 P 92 OR 7099 P 195...

Extra Features

None

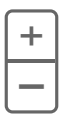
Parcel Information [Launch Interactive Map](#)

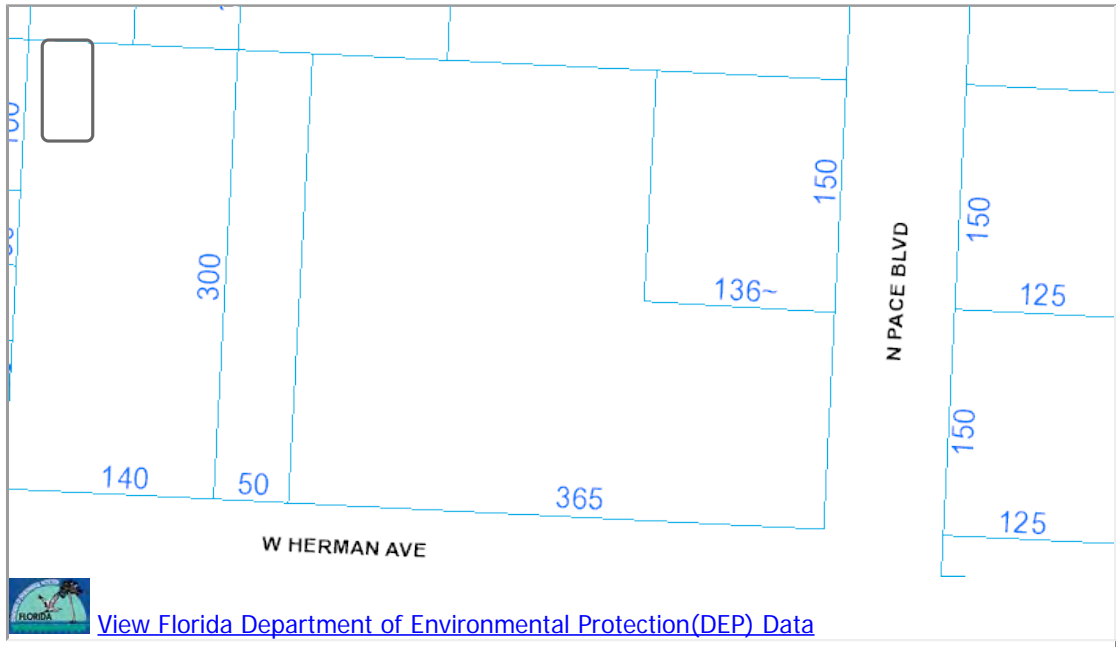
Section Map Id: [09-2S-30-4](#)

Approx. Acreage: 2.0100

Zoned: 🔍
C-2

Evacuation & Flood Information
[Open Report](#)





Buildings
Images



6/2/03



6/13/12

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.



Chris Jones Escambia County Property Appraiser

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

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Printer Friendly Version

<p>General Information</p> <p>Reference: 082S303001003001</p> <p>Account: 051842100</p> <p>Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS</p> <p>Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502</p> <p>Situs: TOWN ST 32505</p> <p>Use Code: WASTE LAND </p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2014 Certified Roll Assessment</p> <p>Improvements: \$0</p> <p>Land: \$1</p> <hr/> <p>Total: \$1</p> <p>Non-Homestead Cap: \$1</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/26/2013</td> <td>7051</td> <td>1508</td> <td>\$3,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/2006</td> <td>5975</td> <td>982</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/1984</td> <td>1940</td> <td>219</td> <td>\$25,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/26/2013	7051	1508	\$3,000	WD	View Instr	07/2006	5975	982	\$100	WD	View Instr	07/1984	1940	219	\$25,000	WD	View Instr	<p>2014 Certified Roll Exemptions</p> <p>COUNTY OWNED</p> <hr/> <p>Legal Description </p> <p>BEG AT INTER OF S R/W OF 4TH ST & W LI LT 3 E 31 74/100 FT S 17 DEG 26 MIN E 302 48/100 FT N 85...</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
07/26/2013	7051	1508	\$3,000	WD	View Instr																				
07/2006	5975	982	\$100	WD	View Instr																				
07/1984	1940	219	\$25,000	WD	View Instr																				

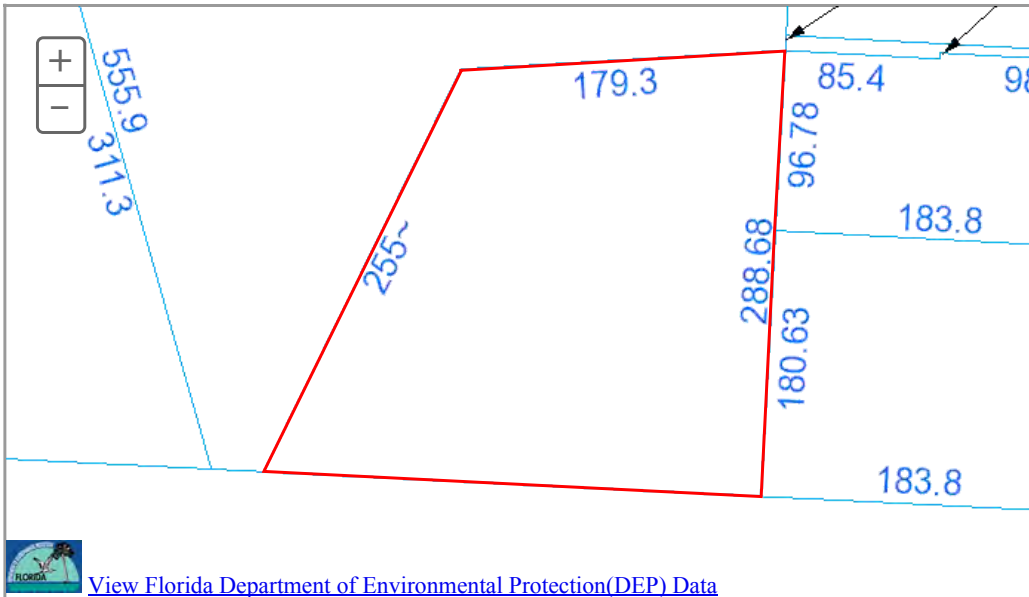
Parcel Information [Launch Interactive Map](#)

Section Map Id: [08-2S-30-2](#)

Approx. Acreage: 1.2200

Zoned: C-2

Evacuation & Flood Information [Open Report](#)



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Chris Jones Escambia County Property Appraiser

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

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[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 082S303001001001 Account: 051841000 Owners: FLORIDA STATE OF Mail: THE CAPITOL TALLAHASSEE, FL 32304 Situs: 32505 Use Code: WASTE LAND </p> <p>Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2014 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$1 Total: \$1 Non-Homestead Cap: \$1</p> <p>Disclaimer</p> <p>Amendment 1/Portability Calculations</p>
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>05/1984</td> <td>1920</td> <td>542</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	05/1984	1920	542	\$100	QC	View Instr	<p>2014 Certified Roll Exemptions</p> <p>STATE OWNED</p> <p>Legal Description </p> <p>BEG AT INTER OF W LI OF LT 3 AND S LI OF 4TH ST S 17 DEG 26 MIN E 555 7/10 FT N 25 DEG 24 MIN E 286 7/10 FT...</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
05/1984	1920	542	\$100	QC	View Instr								

Parcel Information [Launch Interactive Map](#)

Section Map Id: [08-2S-30-2](#)

Approx. Acreage: 3.1900

Zoned: C-2

Evacuation & Flood Information [Open Report](#)

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Herman Pit site 3



Chris Jones
Escambia County Property Appraiser

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

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Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 092S301100000196 Account: 052864000 Owners: SYNOVUS BANK Mail: 1148 BROADWAY COLUMBUS, GA 31901 Situs: 416 W HERMAN ST 32505 Use Code: OFFICE, 1 STORY </p> <p>Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2014 Certified Roll Assessment</p> <table style="width: 100%;"> <tr> <td>Improvements:</td> <td style="text-align: right;">\$50,752</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$47,226</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$97,978</td> </tr> <tr> <td>Non-Homestead Cap:</td> <td style="text-align: right;">\$97,978</td> </tr> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Improvements:	\$50,752	Land:	\$47,226	Total:	\$97,978	Non-Homestead Cap:	\$97,978
Improvements:	\$50,752								
Land:	\$47,226								
Total:	\$97,978								
Non-Homestead Cap:	\$97,978								

<p>Sales Data</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>03/26/2014</td> <td>7151</td> <td>756</td> <td>\$3,100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>02/1995</td> <td>3729</td> <td>140</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>02/1992</td> <td>3132</td> <td>384</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>09/1978</td> <td>1263</td> <td>365</td> <td>\$33,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	03/26/2014	7151	756	\$3,100	CT	View Instr	02/1995	3729	140	\$100	WD	View Instr	02/1992	3132	384	\$100	QC	View Instr	09/1978	1263	365	\$33,000	WD	View Instr	<p>2014 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description </p> <p>LT 196 AND LT 196A LYING E OF AN EXTEN SOUTHWARD OF E LI OF LT 195 LESS S 33 FT DB 427 P 1 58 FOR COUNTY RD R/W HYER PLAC...</p> <p>Extra Features</p> <p>ASPHALT PAVEMENT CHAINLINK FENCE</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
03/26/2014	7151	756	\$3,100	CT	View Instr																										
02/1995	3729	140	\$100	WD	View Instr																										
02/1992	3132	384	\$100	QC	View Instr																										
09/1978	1263	365	\$33,000	WD	View Instr																										

Parcel Information

[Launch Interactive Map](#)

Section Map Id:
[09-2S-30-4](#)

Approx. Acreage:
1.1412

Zoned:
C-2

Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings	
Address: 416 W HERMAN ST, Year Built: 1984, Effective Year: 1984	
Structural Elements	
DECOR/ MILLWORK-BELOW AVERAGE	
DWELLING UNITS-0	
EXTERIOR WALL-STUCCO OV BLOCK	
FLOOR COVER-CONCRETE-FINISH	

Herman Pit site 4



Chris Jones Escambia County Property Appraiser

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

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← Navigate Mode Account Reference →

Printer Friendly Version

<p>General Information</p> <p>Reference: 092S301100003196 Account: 052866100 Owners: ROCKYS COLLISION CENTER INC Mail: 450 W HERMAN ST PENSACOLA, FL 32505 Situs: 450 W HERMAN ST 32505 Use Code: AUTO SALE, REPAIR </p> <p>Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2014 Certified Roll Assessment</p> <table> <tr> <td>Improvements:</td> <td>\$122,333</td> </tr> <tr> <td>Land:</td> <td>\$30,980</td> </tr> <tr> <td>Total:</td> <td>\$153,313</td> </tr> <tr> <td><u>Non-Homestead Cap:</u></td> <td>\$153,313</td> </tr> </table> <p>Disclaimer</p> <p>Amendment 1/Portability Calculations</p>	Improvements:	\$122,333	Land:	\$30,980	Total:	\$153,313	<u>Non-Homestead Cap:</u>	\$153,313
Improvements:	\$122,333								
Land:	\$30,980								
Total:	\$153,313								
<u>Non-Homestead Cap:</u>	\$153,313								

<p>Sales Data</p> <table> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/2001</td> <td>4792</td> <td>44</td> <td>\$265,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/2001	4792	44	\$265,000	WD	View Instr	<p>2014 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description </p> <p>BEG AT SW COR OF LT 196 N 01 D EG 36 MIN 03 SEC E ALG W LI OF LT 211 25/100 FT S 88 DEG 22 MIN 41 SEC E 60 05/100 FT S 32...</p> <p>Extra Features</p> <p>ASPHALT PAVEMENT CONCRETE WALKS</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
10/2001	4792	44	\$265,000	WD	View Instr								

Parcel Information [Launch Interactive Map](#)

Section Map Id: [09-2S-30-4](#)

Approx. Acreage: 0.5008


Zoned: C-2

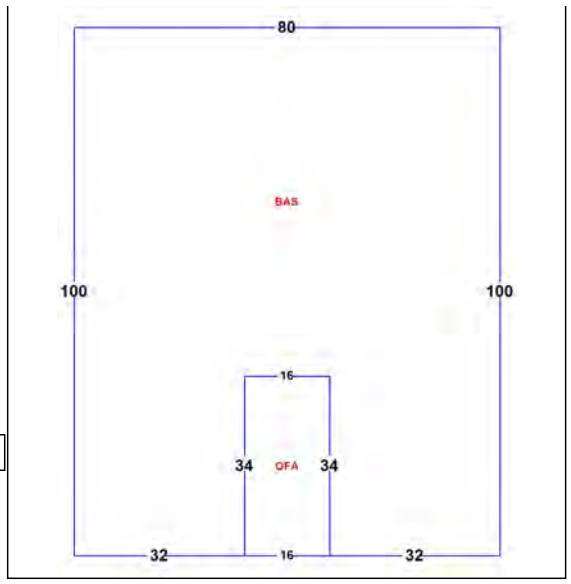
Evacuation & Flood Information [Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings	
Address: 450 W HERMAN ST, Year Built: 1997, Effective Year: 1997	
<p>Structural Elements</p> <p>DECOR/ MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-METAL-MODULAR FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ON GRADE</p>	

HEAT/ AIR-NONE
 INTERIOR WALL-UNFINISHED
 NO. PLUMBING FIXTURES-6
 NO. STORIES-1
 ROOF COVER-METAL/MODULAR
 ROOF FRAMING-STEEL TRUSS/FRM
 STORY HEIGHT-14
 STRUCTURAL FRAME-RIGID FRAME

 Areas - 8000 Total SF
 BASE AREA - 7456
 OFFICE AVG - 544



Images




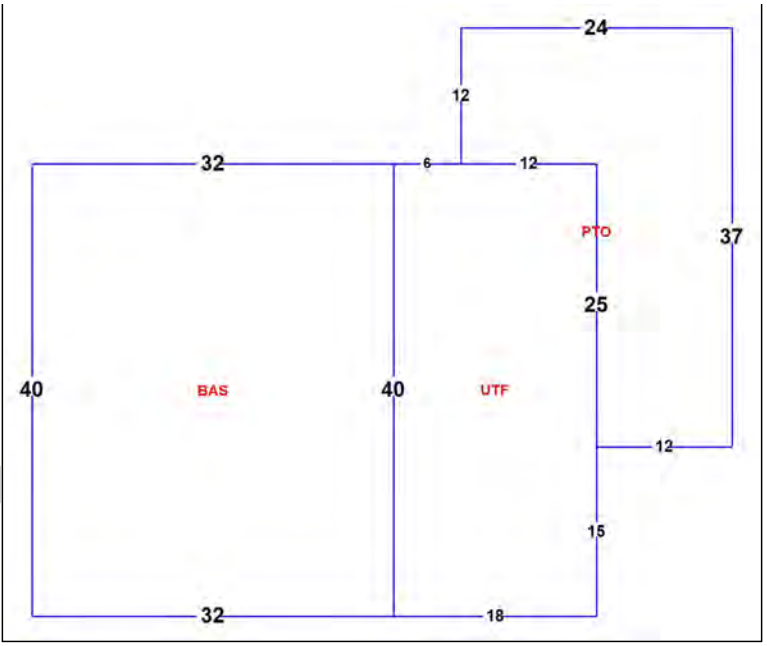
6/13/12

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:04/30/2015 (tc.48420)

FOUNDATION-SLAB ON GRADE
 HEAT/ AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-4
 NO. STORIES-1
 ROOF COVER-COMPOSITION SHG
 ROOF FRAMING-GABLE
 STORY HEIGHT-9
 STRUCTURAL FRAME-MASONRY
 PIL/STL

 Areas - 2588 Total SF
 BASE AREA - 1280
 PATIO - 588
 UTILITY FIN - 720



Images



6/13/12

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:04/29/2015 (tc.6796)



Chris Jones
Escambia County Property Appraiser

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

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Navigate Mode
 Account
 Reference
 Printer Friendly Version

<p>General Information</p> <p>Reference: 062S301001010009 Account: 051827000 Owners: BRK LAND OF PENSACOLA LLC 1/3 INT & SANMARBUD LLC 1/3 INT & SCP LLC 1/3 INT Mail: 3882 NW 25TH CIRCLE GAINESVILLE, FL 32606 Situs: 3241 N PALAFOX ST 32501 Use Code: VACANT COMMERCIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small></p>	<p>2014 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$319,675 Total: \$319,675 <u>Non-Homestead Cap:</u> \$319,675</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
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<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/30/2013</td> <td>7132</td> <td>365</td> <td>\$100</td> <td>TR</td> <td>View Instr</td> </tr> <tr> <td>03/2005</td> <td>5614</td> <td>1131</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> <tr> <td>09/2003</td> <td>5330</td> <td>1862</td> <td>\$100</td> <td>OT</td> <td>View Instr</td> </tr> <tr> <td>10/1993</td> <td>3522</td> <td>610</td> <td>\$100</td> <td>OT</td> <td>View Instr</td> </tr> <tr> <td>05/1983</td> <td>1765</td> <td>891</td> <td>\$100</td> <td>OT</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/30/2013	7132	365	\$100	TR	View Instr	03/2005	5614	1131	\$100	CJ	View Instr	09/2003	5330	1862	\$100	OT	View Instr	10/1993	3522	610	\$100	OT	View Instr	05/1983	1765	891	\$100	OT	View Instr	<p>2014 Certified Roll Exemptions</p> <p>None</p> <hr/> <p>Legal Description </p> <p>S 30 FT OF LT 9 ALL LTS 10 11 12 13 14 S/D OF LT 2 PLAT DB 33 P 252 & PROPERTY BETWEEN SAID LTS...</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																
12/30/2013	7132	365	\$100	TR	View Instr																																
03/2005	5614	1131	\$100	CJ	View Instr																																
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05/1983	1765	891	\$100	OT	View Instr																																

Parcel Information [Launch Interactive Map](#)

<p>Section Map Id: 06-2S-30</p> <p>Approx. Acreage: 6.7300</p> <p>Zoned: ID-2</p> <p>Evacuation & Flood Information Open Report</p>	
<p>View Florida Department of Environmental Protection (DEP) Data</p>	
<p>Buildings Images None</p>	

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 Pond 1 & 2 Sites

[ECA Home](#)



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Escambia County Property Appraiser

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- Tangible Property Search
- Amendment 1 Calculations

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Navigate Mode
 Account
 Reference

[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 062S301002000000</p> <p>Account: 051830000</p> <p>Owners: BAIRD F A JR BAIRD KATHERINE JANE</p> <p>Mail: 909 E FAIRFIELD DR PENSACOLA, FL 32503</p> <p>Situs: FAIRFIELD AT TEXAR 32501</p> <p>Use Code: VACANT INDUSTRIAL</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2012 Certified Roll Assessment</p> <table border="0"> <tr> <td>Improvements:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$159,600</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$159,600</td> </tr> </table> <p>Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>	Improvements:	\$0	Land:	\$159,600	Total:	\$159,600
Improvements:	\$0						
Land:	\$159,600						
Total:	\$159,600						

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/2005</td> <td>5671</td> <td>1957</td> <td>\$180,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1967</td> <td>358</td> <td>965</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/2005	5671	1957	\$180,000	WD	View Instr	01/1967	358	965	\$100	WD	View Instr	<p>2012 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>W 400 FT OF FRACTIONAL SEC LESS 160 FT BY 150 FT N AND S BEG 30 FT E OF SW COR LESS OR 85 P 773 ST RD...</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
06/2005	5671	1957	\$180,000	WD	View Instr														
01/1967	358	965	\$100	WD	View Instr														

Parcel Information [Launch Interactive Map](#)

Section Map Id: [06-2S-30](#)

Approx. Acreage: 3.4300

Zoned: ID-2

Evacuation & Flood Information
[Open Report](#)



Chris Jones Escambia County Property Appraiser

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

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Navigate Mode
 Account
 Reference

[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 082S301000000050 Account: 051836145 Owners: FAIRFIELD DRIVE PROPERTIES LLC Mail: 1901 CYPRESS ST PENSACOLA, FL 32502 Situs: 1412 W FAIRFIELD DR 32505 Use Code: STORE, 1 STORY 🔍 Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2014 Certified Roll Assessment</p> <table style="width: 100%;"> <tr> <td>Improvements:</td> <td style="text-align: right;">\$142,237</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$87,400</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black;"></td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$229,637</td> </tr> <tr> <td>Non-Homestead Cap:</td> <td style="text-align: right;">\$229,637</td> </tr> </table> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Improvements:	\$142,237	Land:	\$87,400			Total:	\$229,637	Non-Homestead Cap:	\$229,637
Improvements:	\$142,237										
Land:	\$87,400										
Total:	\$229,637										
Non-Homestead Cap:	\$229,637										

<p>Sales Data</p> <p style="text-align: right;">MLS Listing #477962</p> <table style="width: 100%;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">None</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						<p>2014 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description 🔍</p> <p>LOT 5 FAIRFIELD COMMERCE PARK S/D PB 19 P 20/20A OR 5774 P 2 60 LESS BEG NW COR LT 5 S 01 D EG 35 MIN 57 SEC W ALG E R/W L...</p> <p>Extra Features</p> <p>ASPHALT PAVEMENT CONCRETE WALKS</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
None													

Parcel Information
[Launch Interactive Map](#)

Section Map Id:
[08-2S-30-2](#)

Approx. Acreage:
1.8400


Zoned: [🔍](#)
C-2

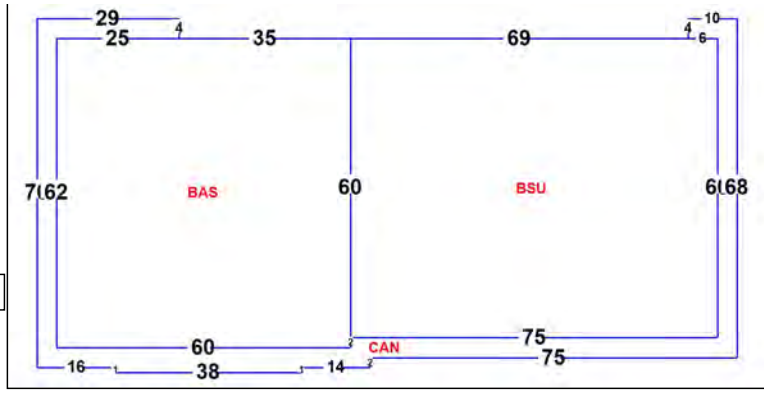
Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings	
Address: 1412 W FAIRFIELD DR, Year Built: 1969, Effective Year: 1985	
Structural Elements	
DECOR/ MILLWORK-AVERAGE	
DWELLING UNITS-0	
EXTERIOR WALL-BRICK-BLK.BKUP.	
EXTERIOR WALL-CONCRETE BLOCK	
FLOOR COVER-ASPHALT TILE	

FOUNDATION-SLAB ON GRADE
 HEAT/ AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-4
 NO. STORIES-1
 ROOF COVER-BLT UP MTL/GYP
 ROOF FRAMING-RIGID FRAME/BAR
 STORY HEIGHT-10
 STRUCTURAL FRAME-MASONRY
 PIL/STL

 Areas - 9482 Total SF
 BASE AREA - 3720
 BASE SEMI UNF - 4500
 CANOPY - 1262



Images

None

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

Last Updated:04/29/2015 (tc.6590)



Chris Jones

Escambia County Property Appraiser

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- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

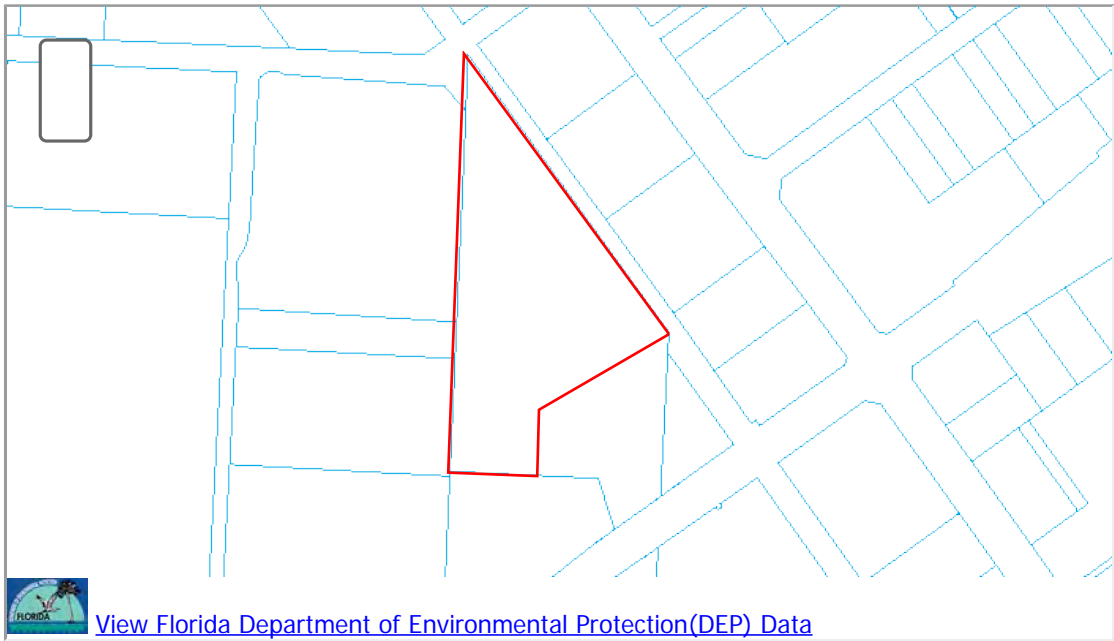
[Back](#)

← [Navigate Mode](#) [Account](#) [Reference](#) →

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #0056b3; color: white;"> <th colspan="2">General Information</th> </tr> <tr> <td>Reference:</td> <td>062S301002000001</td> </tr> <tr> <td>Account:</td> <td>051830075</td> </tr> <tr> <td>Owners:</td> <td>ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS</td> </tr> <tr> <td>Mail:</td> <td>221 PALAFOX PL STE 420 PENSACOLA, FL 32502</td> </tr> <tr> <td>Situs:</td> <td>200 W FAIRFIELD DR 32505</td> </tr> <tr> <td>Use Code:</td> <td>COUNTY OWNED </td> </tr> <tr> <td>Taxing Authority:</td> <td>COUNTY MSTU</td> </tr> <tr> <td>Tax Inquiry:</td> <td>Open Tax Inquiry Window</td> </tr> <tr style="background-color: #0056b3; color: white;"> <td colspan="2">Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</td> </tr> </table>	General Information		Reference:	062S301002000001	Account:	051830075	Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Situs:	200 W FAIRFIELD DR 32505	Use Code:	COUNTY OWNED	Taxing Authority:	COUNTY MSTU	Tax Inquiry:	Open Tax Inquiry Window	Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #0056b3; color: white;"> <th colspan="2">2014 Certified Roll Assessment</th> </tr> <tr> <td>Improvements:</td> <td style="text-align: right;">\$314,871</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$255,075</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$569,946</td> </tr> <tr> <td><u>Non-Homestead Cap:</u></td> <td style="text-align: right;">\$569,946</td> </tr> <tr> <td colspan="2" style="text-align: center;">Disclaimer</td> </tr> <tr> <td colspan="2" style="text-align: center;">Amendment 1/Portability Calculations</td> </tr> </table>	2014 Certified Roll Assessment		Improvements:	\$314,871	Land:	\$255,075	Total:	\$569,946	<u>Non-Homestead Cap:</u>	\$569,946	Disclaimer		Amendment 1/Portability Calculations	
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Sales Data																																			
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Parcel Information [Launch Interactive Map](#)

<p>Section Map Id: 06-2S-30</p> <p>Approx. Acreage: 5.4500</p> <p>Zoned: ID-2</p> <p>Evacuation & Flood Information Open Report</p>	<div style="border: 1px solid gray; padding: 10px; width: 100px; margin: 0 auto;"> <div style="text-align: center; margin-bottom: 5px;">+</div> <div style="text-align: center; margin-bottom: 5px;">-</div> </div>
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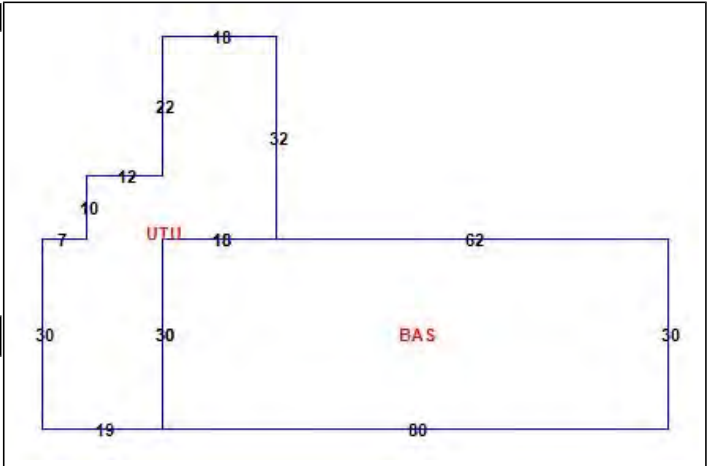
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Building 1 - Address:200 W FAIRFIELD DR, Year Built: 1997, Effective Year: 1997

Structural Elements
DECOR/MILLWORK-AVERAGE
EXTERIOR WALL-STUCCO OV BLOCK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-5.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STRUCTURAL FRAME-WOOD FRAME

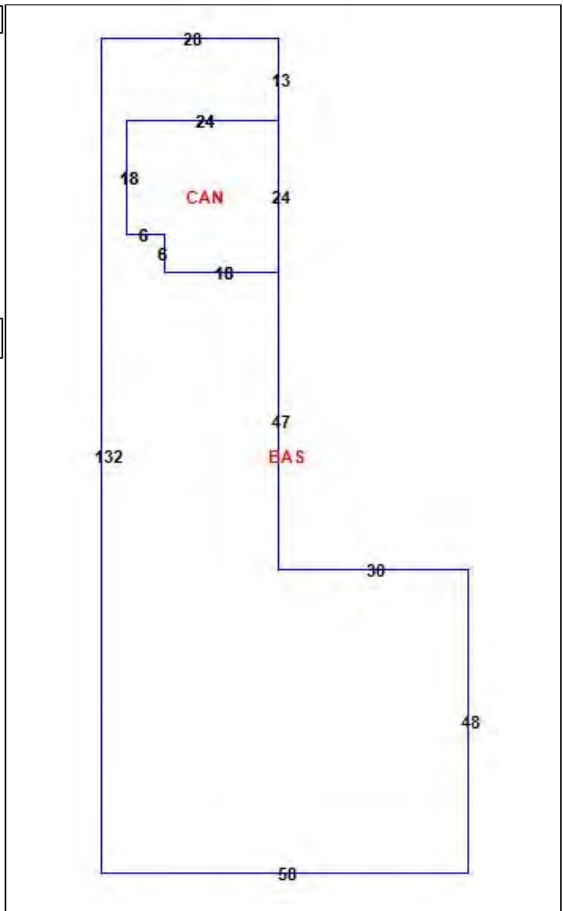
Areas - 3666 Total SF
BASE AREA - 2400
UTILITY UNF - 1266



Building 2 - Address:200 W FAIRFIELD DR, Year Built: 1997, Effective Year: 1997

Structural Elements
DECOR/MILLWORK-MINIMUM
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-8.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STRUCTURAL FRAME-WOOD FRAME

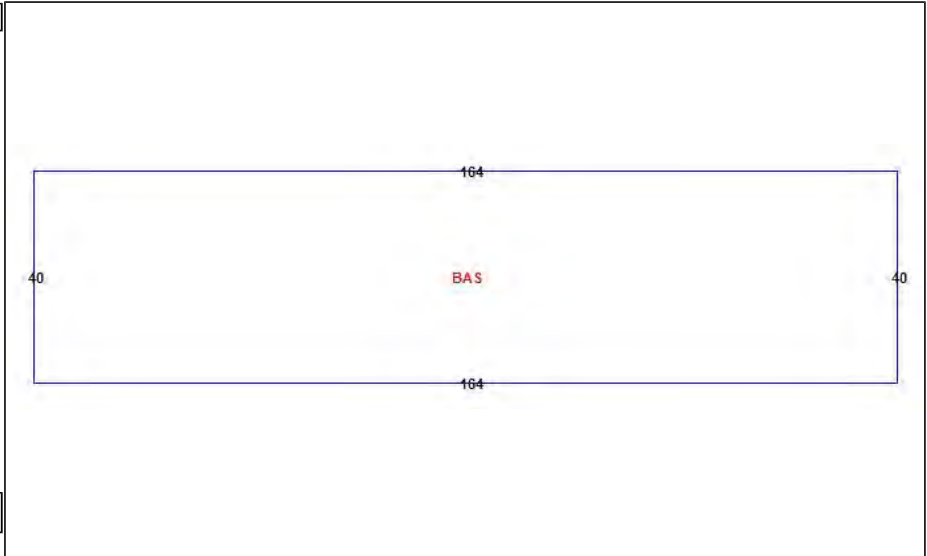
Areas - 5136 Total SF
BASE AREA - 4596
CANOPY - 540



Building 3 - Address:200 W FAIRFIELD DR, Year Built: 1997, Effective Year: 1997

Structural Elements
DECOR/MILLWORK-NONE
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-EXPOSED BLK/BRK
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STORY HEIGHT-12.00
STRUCTURAL FRAME-WOOD FRAME

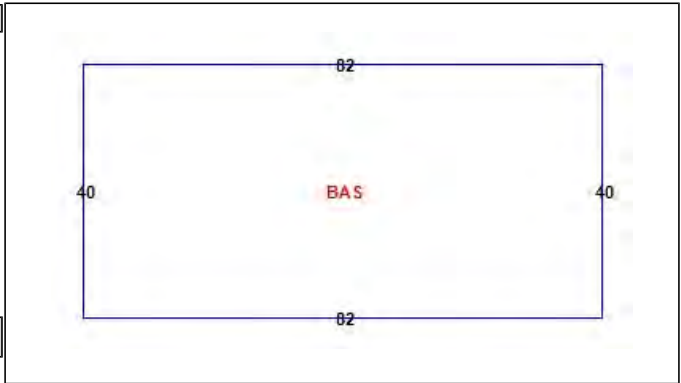
Areas - 6560 Total SF
BASE AREA - 6560



Building 4 - Address:200 W FAIRFIELD DR, Year Built: 1997, Effective Year: 1997

Structural Elements
DECOR/MILLWORK-NONE
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-EXPOSED BLK/BRK
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STORY HEIGHT-12.00
STRUCTURAL FRAME-WOOD FRAME

Areas - 3280 Total SF
BASE AREA - 3280





Chris Jones Escambia County Property Appraiser

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

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General Information

Reference: 172S305016000002
Account: 062439000
Owners: ESCAMBIA COUNTY
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 1200 W LEONARD ST 32501
Use Code: COUNTY OWNED
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	\$12,260,118
Land:	\$2,763,931
Total:	\$15,024,049
<u>Non-Homestead Cap:</u>	\$15,024,049

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3254	630	\$100	WD	View Instr
01/1971	561	1	\$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions
 COUNTY OWNED

Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/543 P 161/179 LESS OR 67 P 284 STATE RD R/W LESS OR 429 P 980...

Extra Features

- 6' WOOD FENCE
- ASPHALT PAVEMENT
- BLOCK/BRICK BUILDING
- CANOPY
- CONCRETE WALKS
- DUMBWAITER
- ELEVATOR
- FRAME BUILDING
- METAL SHED
- MISC
- OPEN PORCH
- PARKING LIGHT
- UTILITY BLDG

Parcel Information [Launch Interactive Map](#)

Section Map Id:
[17-2S-30-1](#)

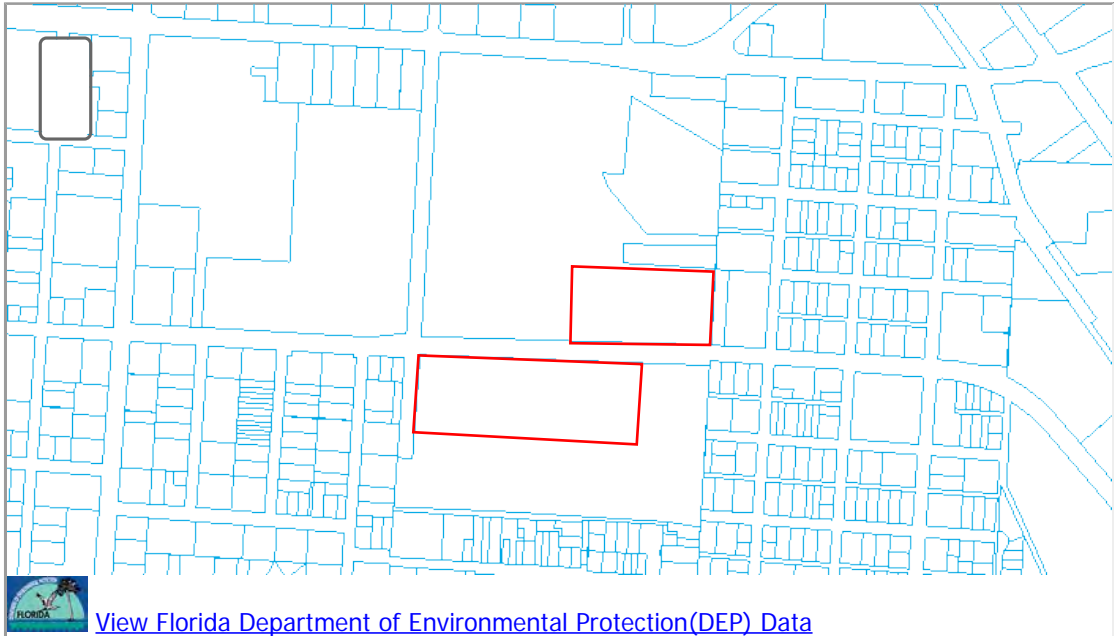
Approx. Acreage:
 48.5500

Zoned:
 R-4

Evacuation & Flood Information



[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Building 1 - Address:1200 W LEONARD ST, Year Built: 1960, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE

DWELLING UNITS-180.00

EXTERIOR WALL-STUCCO

FLOOR COVER-VINYL/CORK

FLOOR COVER-CARPET

FOUNDATION-STRUCTURAL

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING

FIXTURES-360.00

NO. STORIES-4.00

ROOF COVER-BLT UP

MTL/GYP

ROOF FRAMING-STEEL

TRUSS/FRM

STRUCTURAL FRAME-RIGID FRAME



Areas - 124982 Total SF

BASE AREA - 58284

BASEMENT FIN - 21005

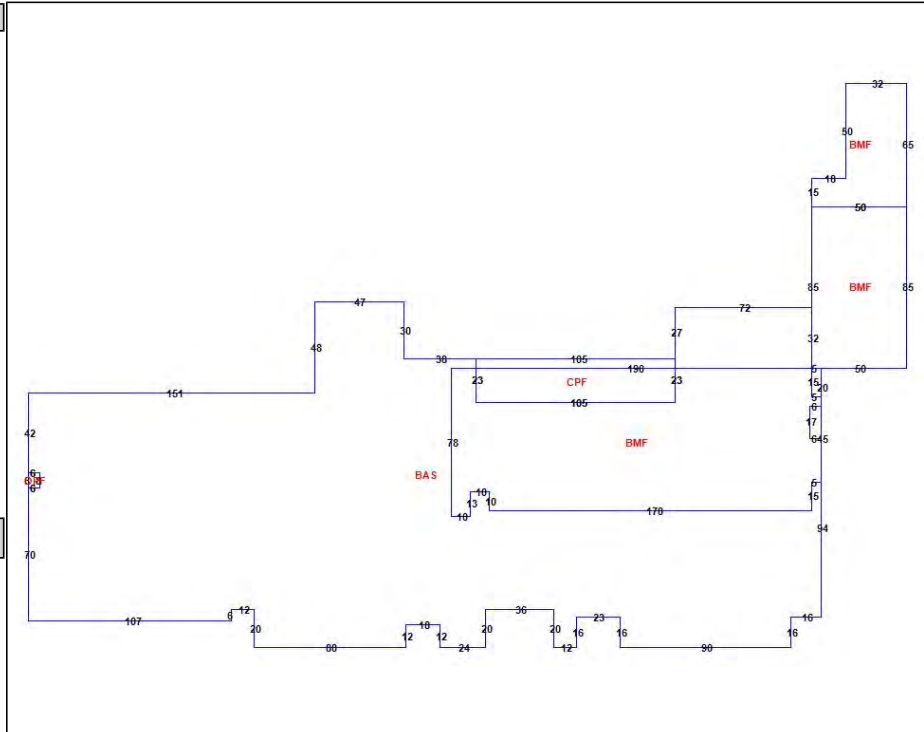
CARPENT FIN - 2415

FOURTH STORY - 14410

OPEN PORCH FIN - 48

THIRD STORY - 14410

UPPER STORY FIN - 14410



Building 2 - Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-AVERAGE

EXTERIOR WALL-PRECAST PAN/CON

FLOOR COVER-CONCRETE-FINISH

FOUNDATION-STRUCTURAL

HEAT/AIR-UNIT HEATERS

INTERIOR WALL-EXPOSED BLK/BRK

NO. PLUMBING FIXTURES-6.00

NO. STORIES-1.00

ROOF COVER-BLT UP MTL/GYP

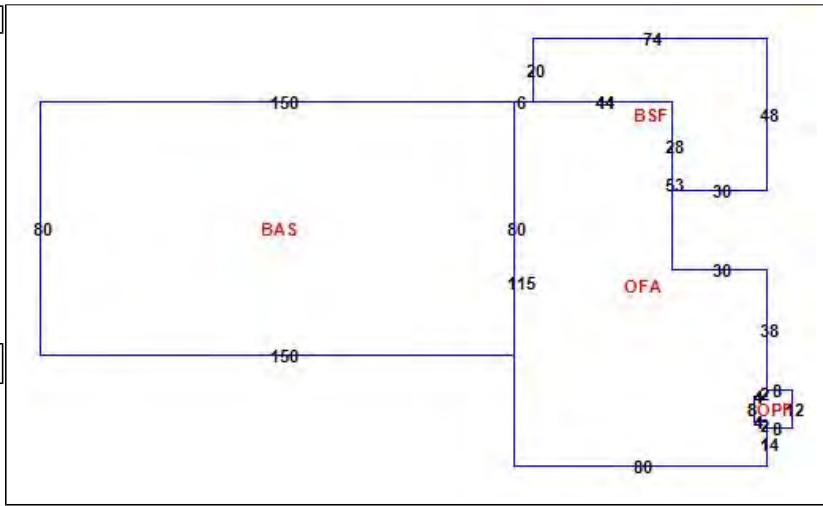
ROOF FRAMING-CONCRETE

STRUCTURAL FRAME-CONCRTE REINFRD



Areas - 22026 Total SF

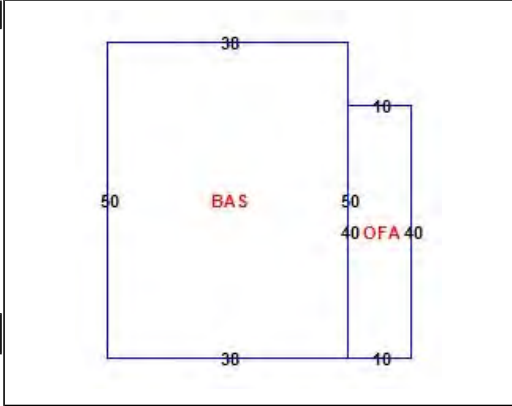
BASE AREA - 12000



BASE SEMI FIN - 2320
OFFICE AVG - 7578
OPEN PORCH FIN - 128

Building 3 - Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

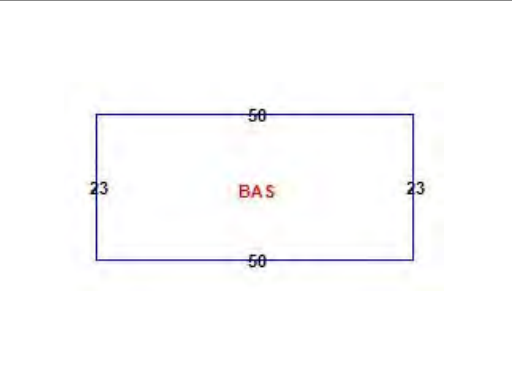
Structural Elements
DECOR/MILLWORK-AVERAGE
EXTERIOR WALL-PRECAST PAN/CON
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-STRUCTURAL
HEAT/AIR-NONE
INTERIOR WALL-EXPOSED BLK/BRK
NO. STORIES-1.00
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-CONCRETE
STORY HEIGHT-20.00
STRUCTURAL FRAME-CONCRTE REINFRD



Areas - 2300 Total SF
BASE AREA - 1900
OFFICE AVG - 400

Building 4 - Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-AVERAGE
EXTERIOR WALL-PRECAST PAN/CON
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-EXPOSED BLK/BRK
NO. STORIES-1.00
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-CONCRETE
STORY HEIGHT-20.00
STRUCTURAL FRAME-WOOD FRAME



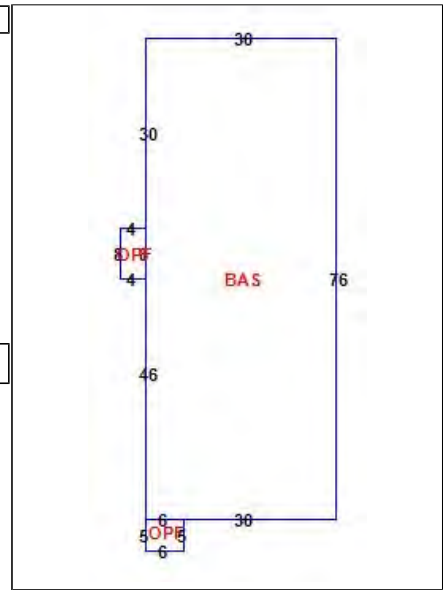
Areas - 1150 Total SF
BASE AREA - 1150

Building 5 - Address:1770 W LEONARD ST, Year Built: 1993, Effective Year: 1993

Structural Elements
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-60.00
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-15.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STRUCTURAL FRAME-WOOD FRAME

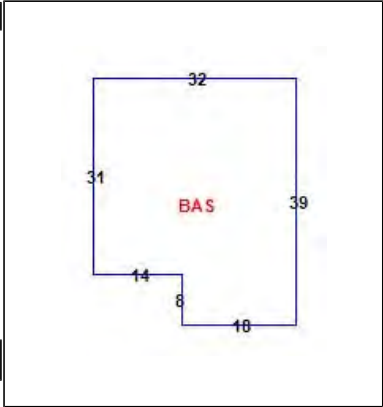


Areas - 2342 Total SF
BASE AREA - 2280
OPEN PORCH FIN - 62



Building 6 - Address:3101 N H ST, Year Built: 1960, Effective Year: 1960

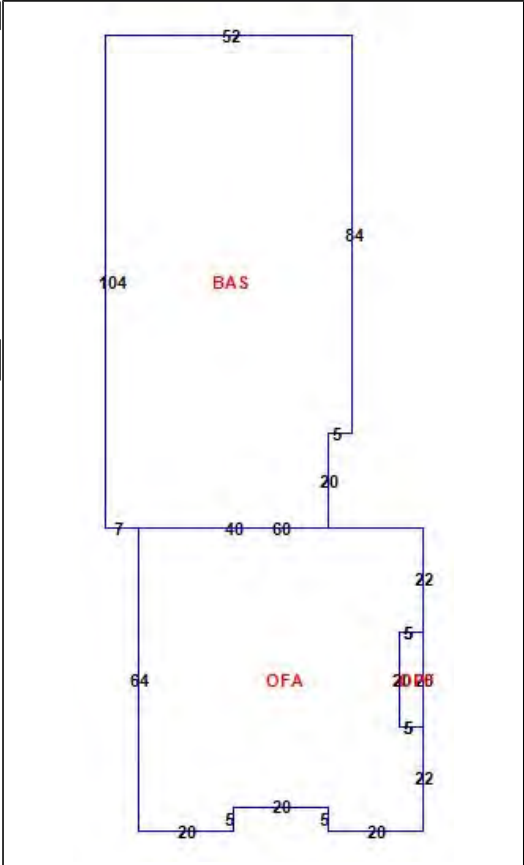
Structural Elements
DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-1.00
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-ASPHALT TILE
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-8.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STRUCTURAL FRAME-WOOD FRAME



Areas - 1136 Total SF
BASE AREA - 1136

Building 7 - Address:2751 N H ST, Year Built: 1988, Effective Year: 1988

Structural Elements
DECOR/MILLWORK-AVERAGE
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-8.00
NO. STORIES-1.00
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-STEEL TRUSS/FRM
STORY HEIGHT-18.00
STRUCTURAL FRAME-MASONRY PIL/STL

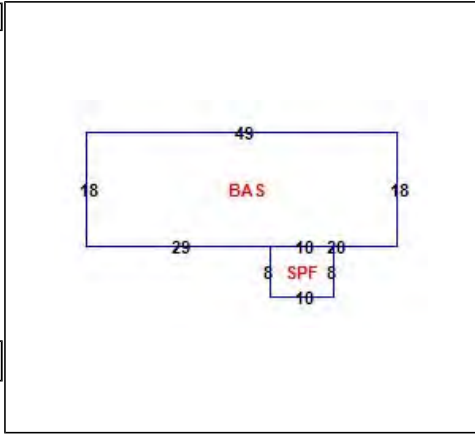


Areas - 9048 Total SF
BASE AREA - 5308
OFFICE AVG - 3640
OPEN PORCH FIN - 100

Building 8 - Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-6.00
EXTERIOR WALL-SIDING-BLW.AVG.
FLOOR COVER-ASPHALT TILE
FOUNDATION-WOOD/NO SUB FLR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-4.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STRUCTURAL FRAME-WOOD FRAME

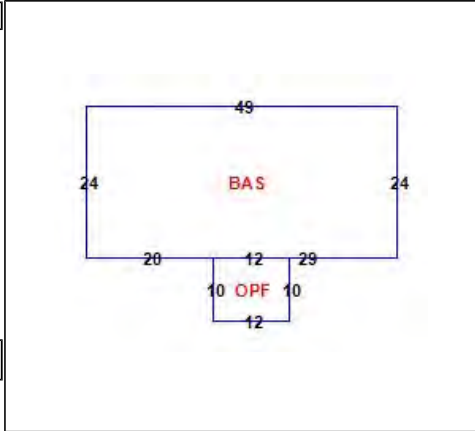
Areas - 962 Total SF
BASE AREA - 882
SCRN PORCH FIN - 80



Building 9 - Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-6.00
EXTERIOR WALL-SIDING-BLW.AVG.
FLOOR COVER-ASPHALT TILE
FOUNDATION-WOOD/NO SUB FLR
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-4.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STRUCTURAL FRAME-WOOD FRAME

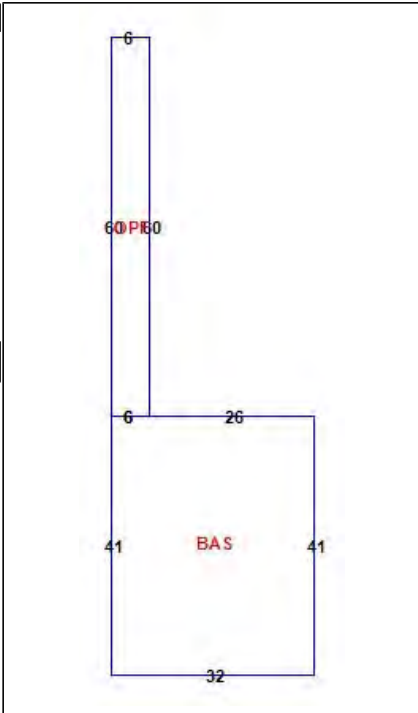
Areas - 1296 Total SF
BASE AREA - 1176
OPEN PORCH FIN - 120



Building 10 - Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-6.00
EXTERIOR WALL-BRICK-COMMON
FLOOR COVER-ASPHALT TILE
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-4.00
NO. STORIES-1.00
ROOF COVER-ASBESTOS/WOOD S
ROOF FRAMING-WOOD FRAME/TRUS
STRUCTURAL FRAME-WOOD FRAME


Areas - 1672 Total SF
BASE AREA - 1312
OPEN PORCH FIN - 360



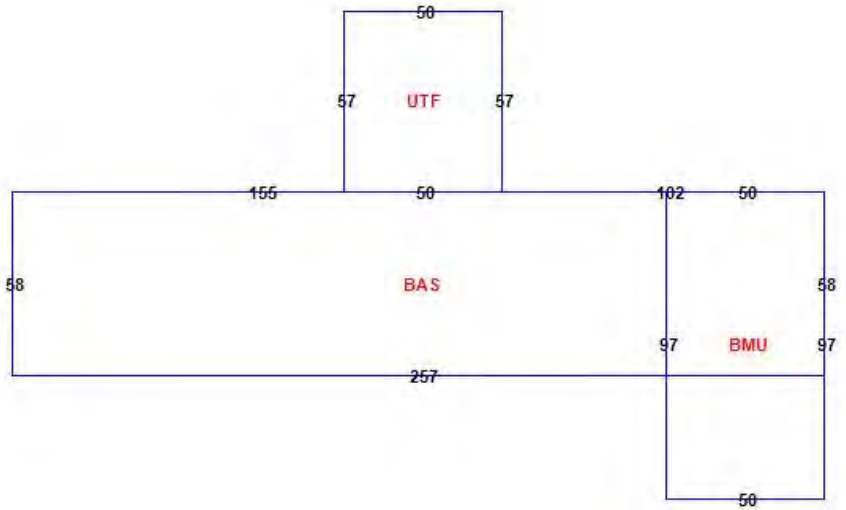
Building 11 - Address:1700 W LEONARD ST, Year Built: 1953, Effective Year: 1953

Structural Elements
DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-80.00
EXTERIOR WALL-BRICK-BLK.BKUP.
FLOOR COVER-TILE/STAIN

CONC/BRICK
FOUNDATION-STRUCTURAL
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-EXPOSED
 BLK/BRK
NO. PLUMBING
FIXTURES-173.00
NO. STORIES-2.00
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-CONCRETE
STRUCTURAL FRAME-MASONRY
 PIL/STL

 Areas - 37512 Total SF

BASE AREA - 14906
BASEMENT UNF - 4850
UPPER STORY FIN - 14906
UTILITY FIN - 2850



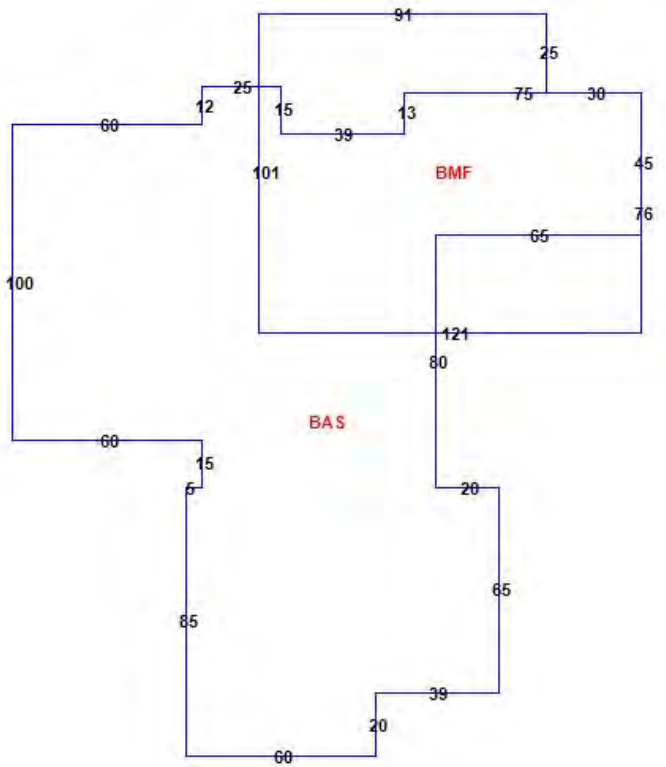
Building 12 - Address:1700 W LEONARD ST, Year Built: 1980, Effective Year: 1990

Structural Elements

DECOR/MILLWORK-AVERAGE
 EXTERIOR WALL-PRECAST PAN/CON
 FLOOR COVER-VINYL/CORK
 FLOOR COVER-CARPET
 FOUNDATION-STRUCTURAL
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-74.00
NO. STORIES-2.00
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-CONCRETE
STORY HEIGHT-14.00
STRUCTURAL FRAME-RIGID FRAME

 Areas - 57834 Total SF

BASE AREA - 25353
BASEMENT FIN - 11471
UPPER STORY FIN - 21010



Building 13 - Address:1770 W LEONARD ST, Year Built: 1980, Effective Year: 1980

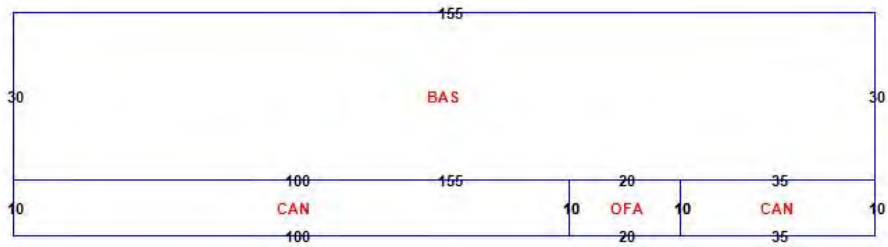
Structural Elements

DECOR/MILLWORK-MINIMUM
 EXTERIOR WALL-METAL-

MODULAR
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-UNFINISHED
NO. STORIES-1.00
ROOF COVER-METAL/MODULAR
ROOF FRAMING-RIGID FRAME/BAR
STRUCTURAL FRAME-RIGID FRAME

Areas - 6200 Total SF

BASE AREA - 4650
CANOPY - 1350
OFFICE AVG - 200



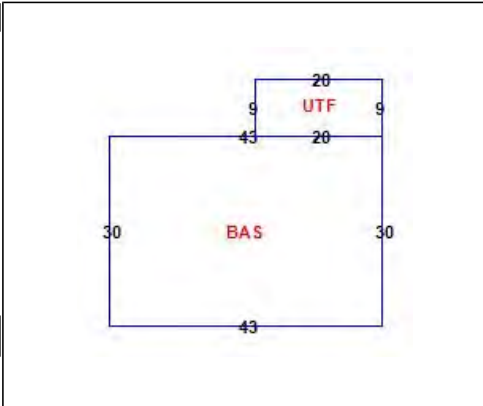
Building 14 - Address:1770 W LEONARD ST, Year Built: 1975, Effective Year: 1975

Structural Elements

DECOR/MILLWORK-AVERAGE
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-4.00
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-RIGID FRAME/BAR
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1470 Total SF

BASE AREA - 1290
UTILITY FIN - 180



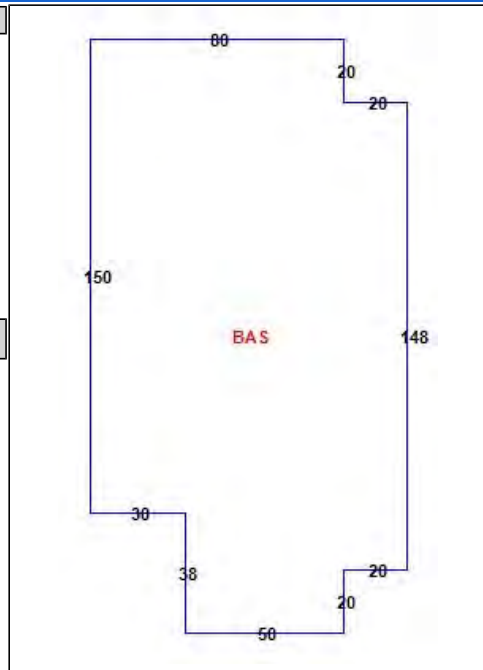
Building 15 - Address:1770 W LEONARD ST, Year Built: 1978, Effective Year: 1978

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ABOVE GRDE
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-4.00
NO. STORIES-1.00
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-RIGID FRAME/BAR
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 16860 Total SF

BASE AREA - 16860



Building 16 - Address:2930 N L ST, Year Built: 1960, Effective Year: 1960

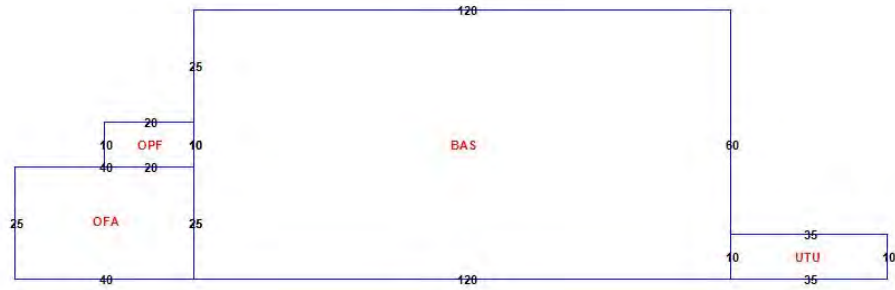
Structural Elements

DECOR/MILLWORK-MINIMUM
EXTERIOR WALL-CONCRETE BLOCK
EXTERIOR WALL-SIDING-BLW.AVG.
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE

HEAT/AIR-UNIT HEATERS
INTERIOR WALL-EXPOSED
 BLK/BRK
NO. PLUMBING
FIXTURES-8.00
NO. STORIES-1.00
ROOF COVER-CORRUGATED
 METL
ROOF FRAMING-WOOD
 FRAME/TRUS
STRUCTURAL
FRAME-MASONRY PIL/STL

Areas - 8750 Total SF

BASE AREA - 7200
OFFICE AVG - 1000
OPEN PORCH FIN - 200
UTILITY UNF - 350



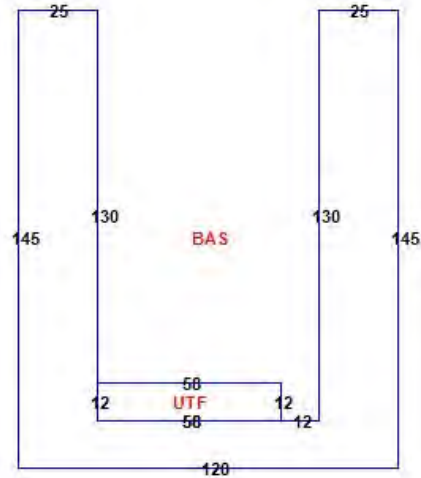
Building 17 - Address:3050 N L ST, Year Built: 1974, Effective Year: 1974

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE
EXTERIOR WALL-METAL-MODULAR
FLOOR COVER-CARPET
FLOOR COVER-ASPHALT TILE
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-16.00
NO. STORIES-1.00
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-RIGID FRAME/BAR
STRUCTURAL FRAME-RIGID FRAME

Areas - 8996 Total SF

BASE AREA - 8300
UTILITY FIN - 696



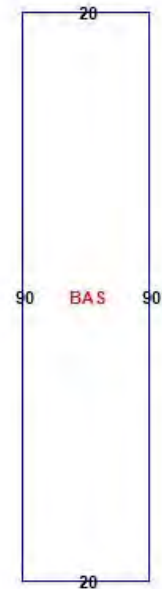
Building 18 - Address:3151 N H ST, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-AVERAGE
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-EXPOSED BLK/BRK
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-WOOD FRAME/TRUS
STORY HEIGHT-10.00
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1800 Total SF

BASE AREA - 1800



Building 19 - Address:1295 W FAIRFIELD DR, Year Built: 1996, Effective Year: 1996

Structural Elements

DECOR/MILLWORK-ABOVE
AVERAGE
EXTERIOR WALL-STUCCO

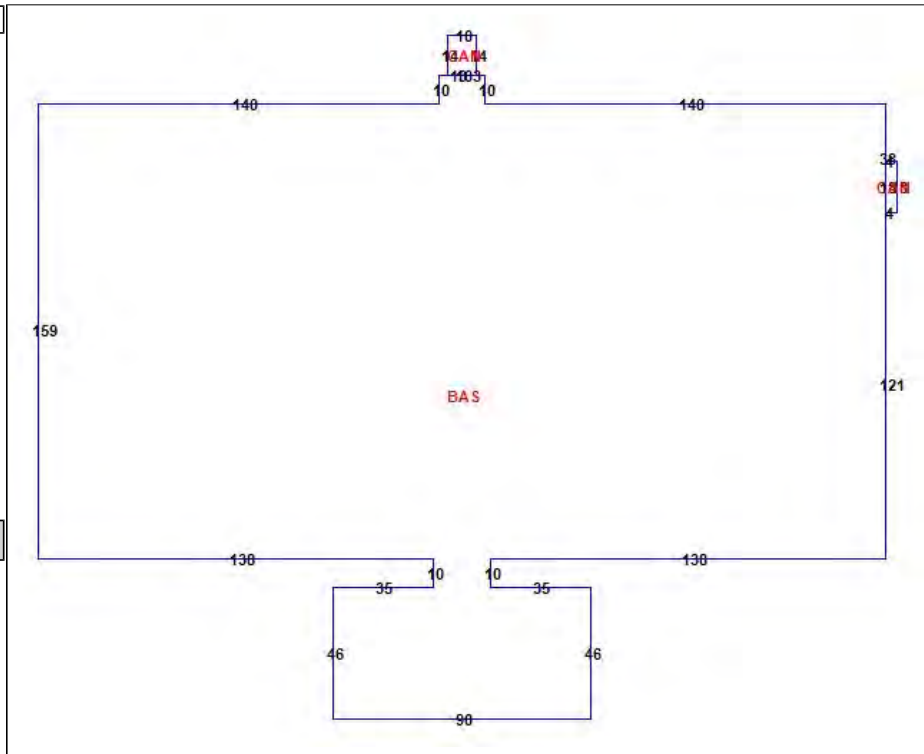
FLOOR COVER-VINYL/CORK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-33.00
NO. STORIES-1.00
ROOF COVER-ENAMEL METAL TRUSS/FRM
STORY HEIGHT-12.00
STRUCTURAL FRAME-RIGID FRAME



Areas - 51776 Total SF

BASE AREA - 51564

CANOPY - 212



Building 20 - Address:1211 W FAIRFIELD DR, Year Built: 2005, Effective Year: 2005

Structural Elements

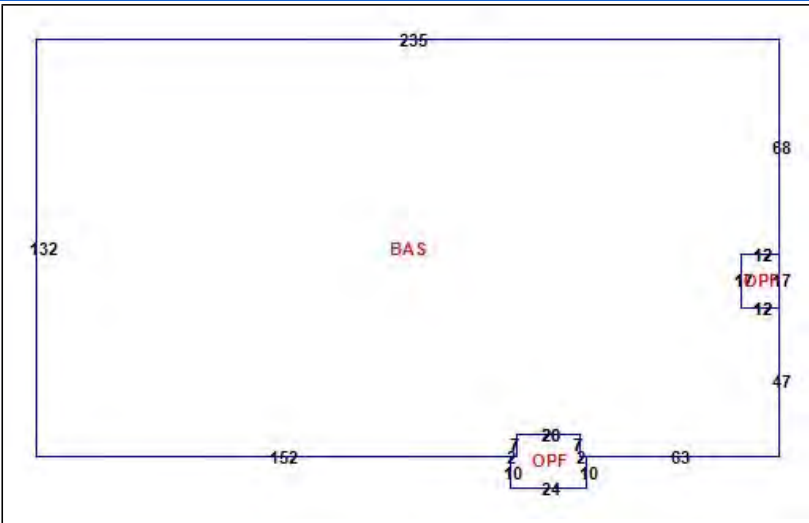
DECOR/MILLWORK-AVERAGE
EXTERIOR WALL-METAL-MODULAR
EXTERIOR WALL-CB DECORATIVE
FLOOR COVER-CARPET
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-54.00
NO. STORIES-1.00
ROOF COVER-METAL/MODULAR
ROOF FRAMING-STEEL TRUSS/FRM
STORY HEIGHT-14.00
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 31260 Total SF

BASE AREA - 30676

OPEN PORCH FIN - 584



Building 21 - Address:, Year Built: 2006, Effective Year: 2006

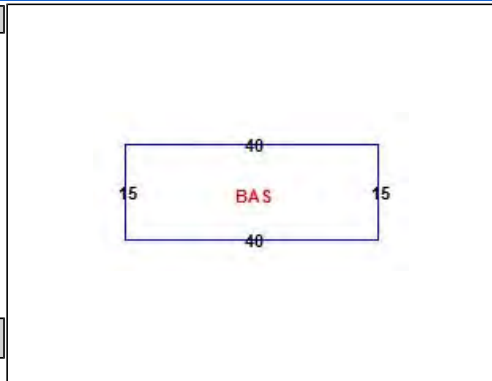
Structural Elements

DECOR/MILLWORK-NONE
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-WOOD/WALLBOARD
NO. STORIES-1.00
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-HIP
STORY HEIGHT-10.00
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 600 Total SF

BASE AREA - 600



Images



12/5/02



5/17/04



1/4/06



7/14/06

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.



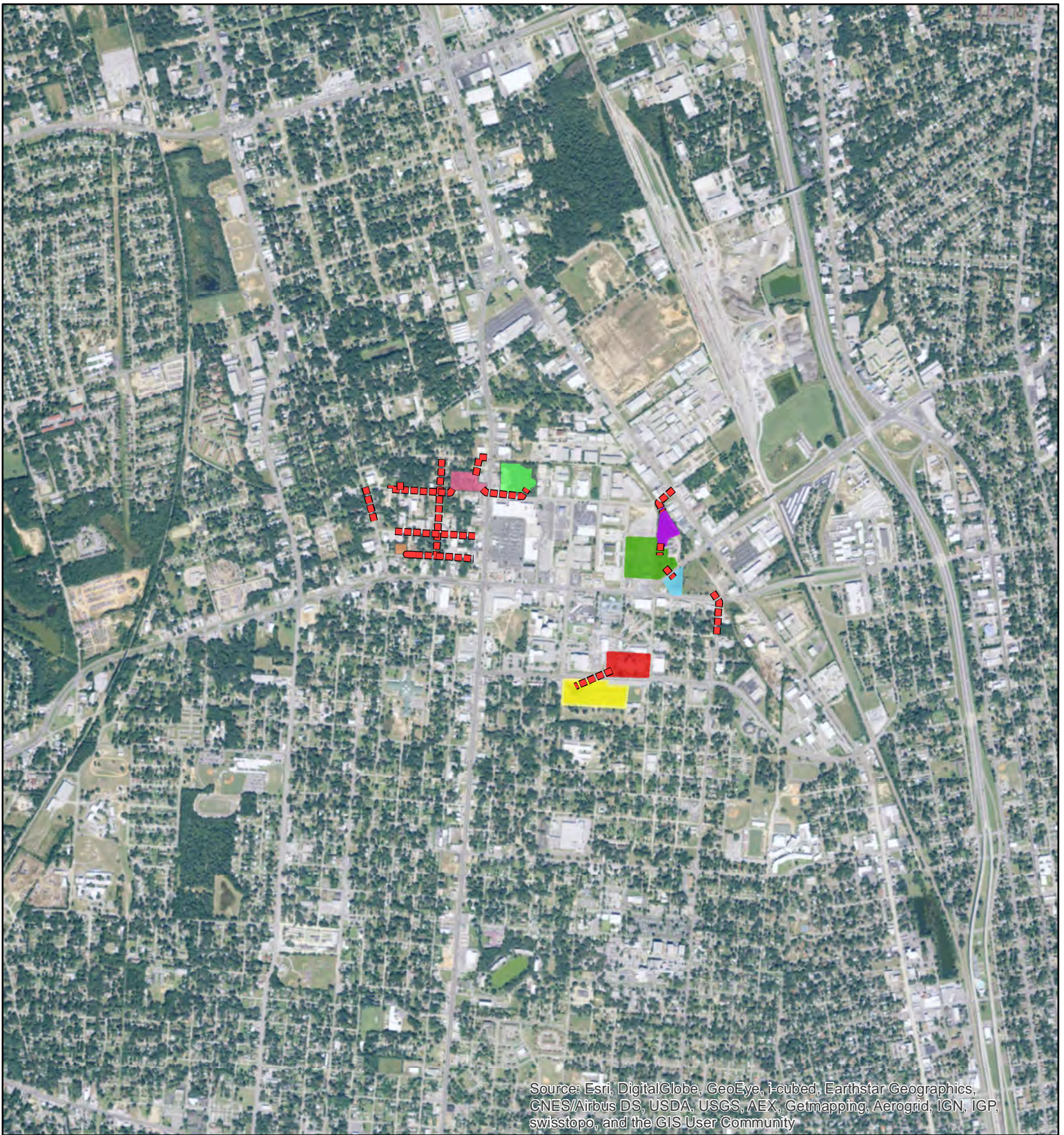
Delano Street Drainage Improvements

Section II Attachments: Project Location

Overall Aerial Site Map
Overall Topographic Map
Flood Insurance Rate Map

Site-Specific Maps
Parcel and Ground Disturbance
Aerial Maps
Topographic Maps

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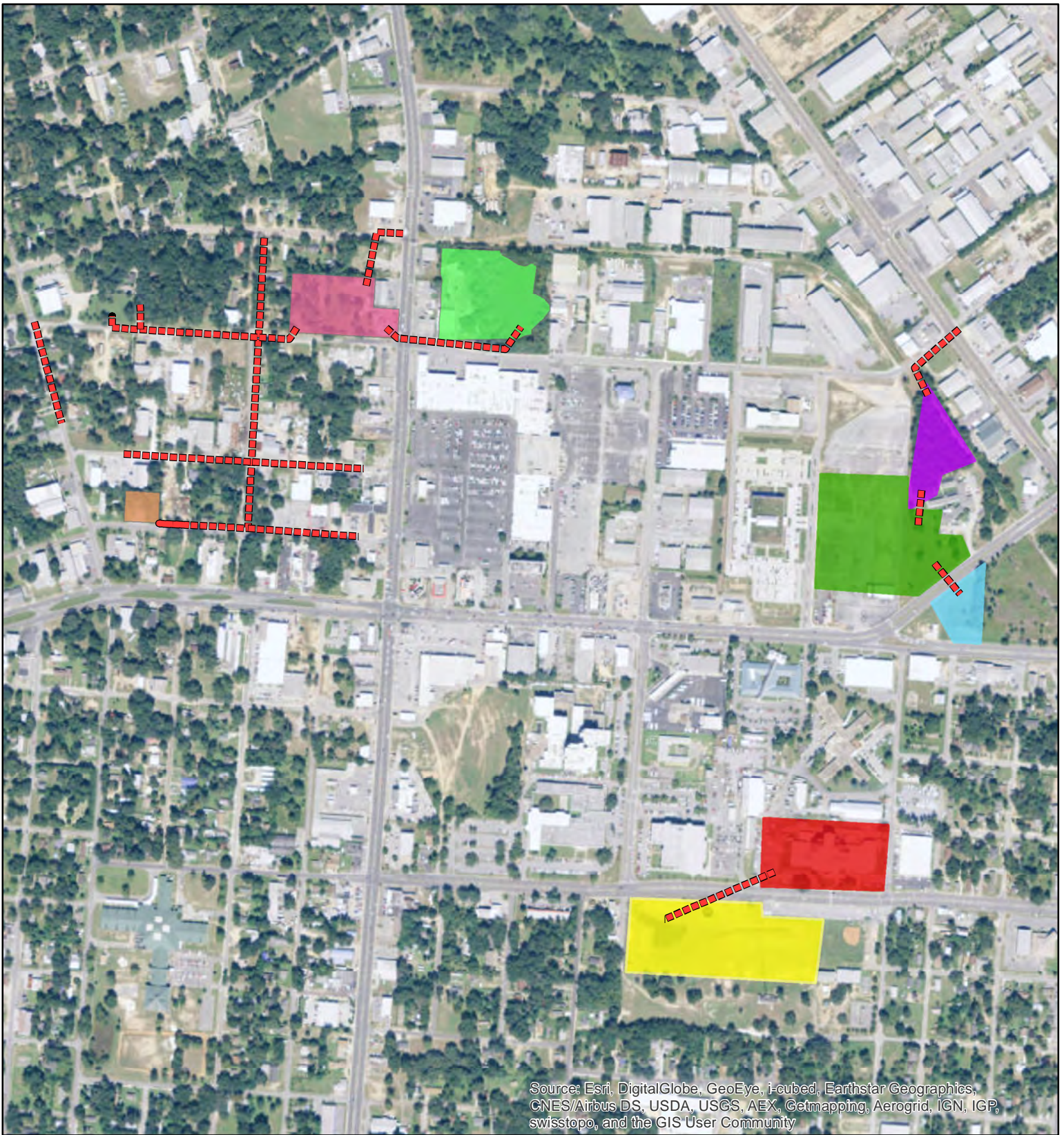
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

■■■■ Proposed Pipes	■ Fairfield Pond 2
Delano Project Sites	■ Fairfield Pond 3
ProjectNam	■ Herman Pond
■ CBDF	■ Herman Street Pit
■ Delano Pond	■ L Street Pond
■ Fairfield Pond 1	










Escambia County, Florida
DR-4177 HMGF Applications
Delano Street Drainage Improvements
Alternative D: 100-Year Flood
Aerial Map: 1:24,000 Scale

Map Created 5/1/2015
 by ARCADIS-US.




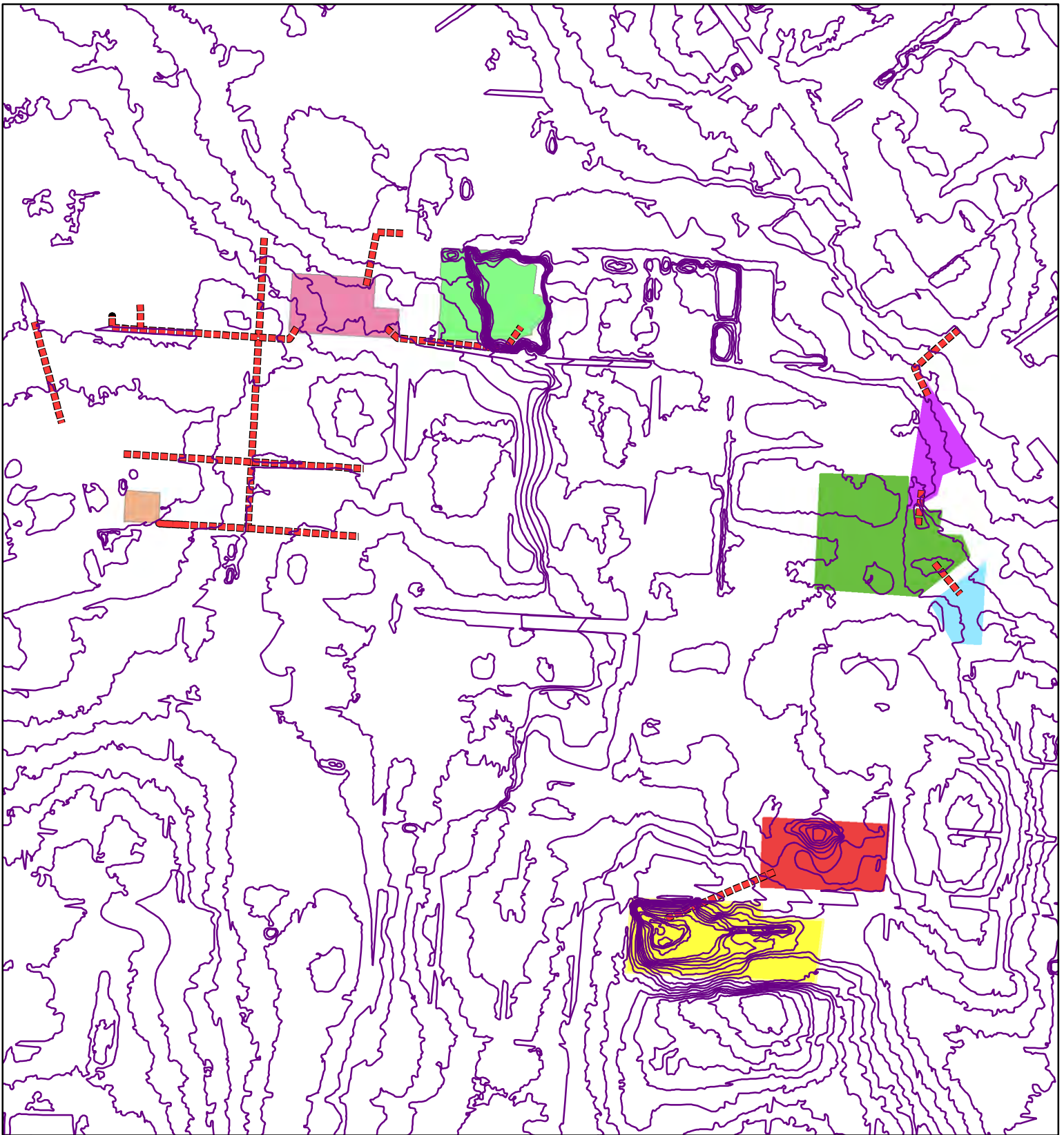
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

 Proposed Pipes	 Fairfield Pond 2
Delano Project Sites	 Fairfield Pond 3
ProjectNam	 Herman Pond
 CBDF	 Herman Street Pit
 Delano Pond	 L Street Pond
 Fairfield Pond 1	

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Alternative D: 100-Year Flood
Aerial Map: 1:8,000 Scale


 Map Created 5/1/2015
 by ARCADIS-US.

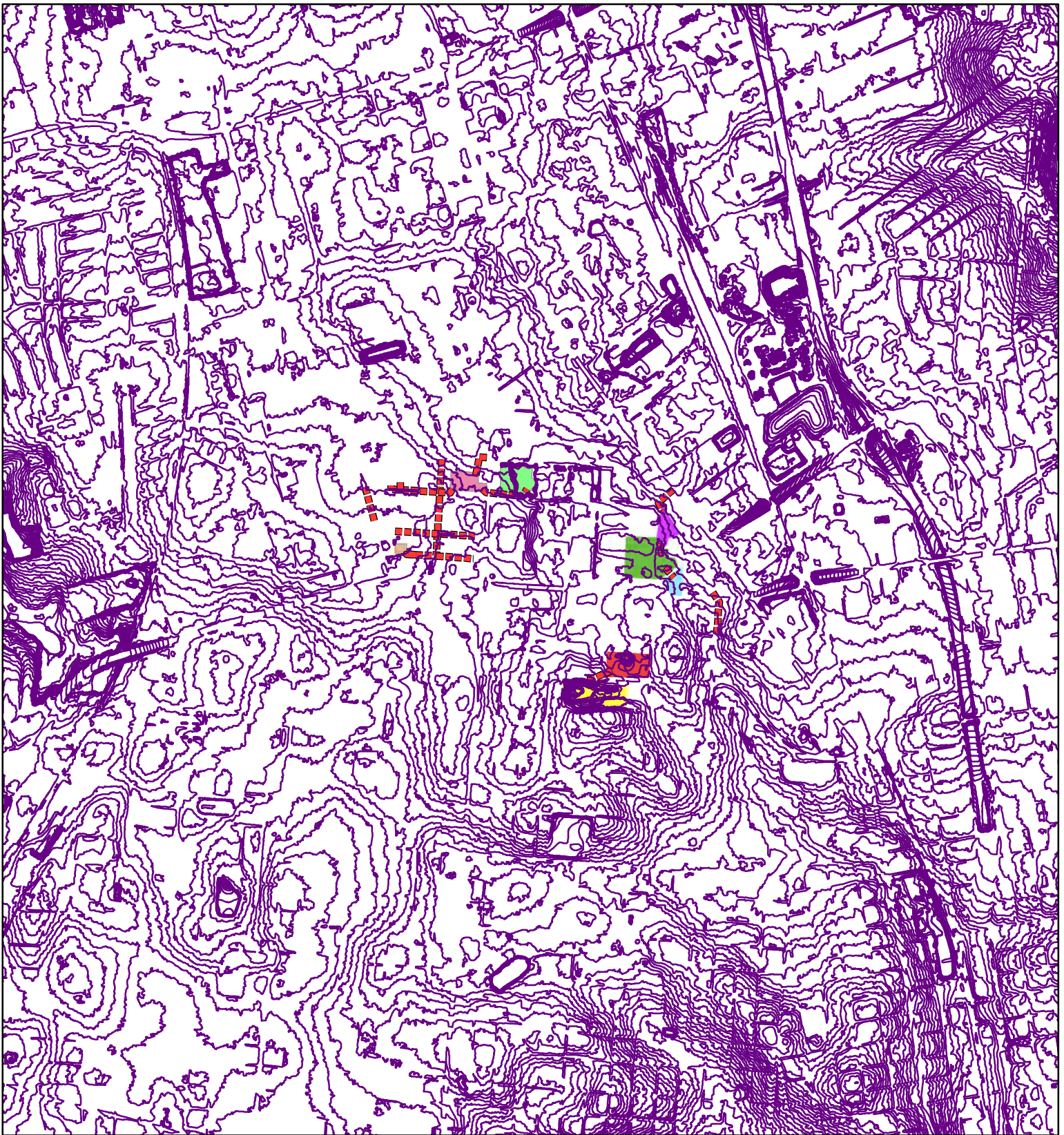


Legend











Topographic Contours	Fairfield Pond 1
Proposed Pipes	Fairfield Pond 2
Delano Project Sites	Fairfield Pond 3
ProjectNam	Herman Pond
CBUF	Herman Street Pit
Delano Pond	L Street Pond

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Alternative D: 100-Year Flood
2-ft Contour Topo Map: 1:8,000 Scale

Map Created 5/1/2015
 by ARCADIS-US.
 76



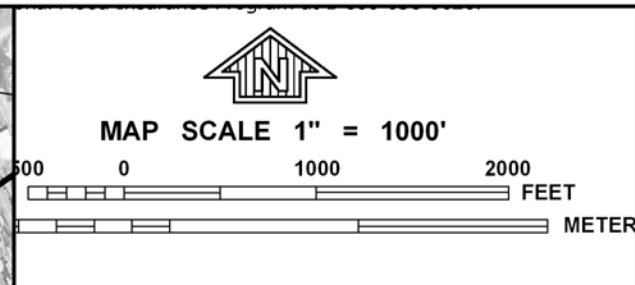
Legend

-  Topographic Contours
-  Proposed Pipes
- Delano Project Sites**
- ProjectNam**
-  CBDF
-  Delano Pond
-  Fairfield Pond 1
-  Fairfield Pond 2
-  Fairfield Pond 3
-  Herman Pond
-  Herman Street Pit
-  L Street Pond

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Alternative D: 100-Year Flood
2-ft Contour Topo Map: 1:24,000 Scale



Map Created 5/1/2015
 by ARCADIS-US.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0380G

FIRM
FLOOD INSURANCE RATE MAP
ESCAMBIA COUNTY,
FLORIDA
AND INCORPORATED AREAS

PANEL 380 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ESCAMBIA COUNTY	120080	0380	G
PENSACOLA, CITY OF	120082	0380	G

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
12033C0380G

MAP REVISED
SEPTEMBER 29, 2006

Federal Emergency Management Agency

ESCAMBIA COUNTY
 UNINCORPORATED AREAS

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



Anticipated ground disturbance and staging area:
 Length 175', Width 150',
 Depth 16'.

0 0.0075 0.015 0.03 Miles

**Escambia County, Florida
 DR-4177 HMGP Applications
 Delano Street Drainage Improvements
 Delano Pond Parcels
 092S30110000084
 092S30110000087
 and Anticipated Ground Disturbance**

Legend

 Delano Pond Parcels



Map Created 11/6/2014
 by ARCADIS-US.

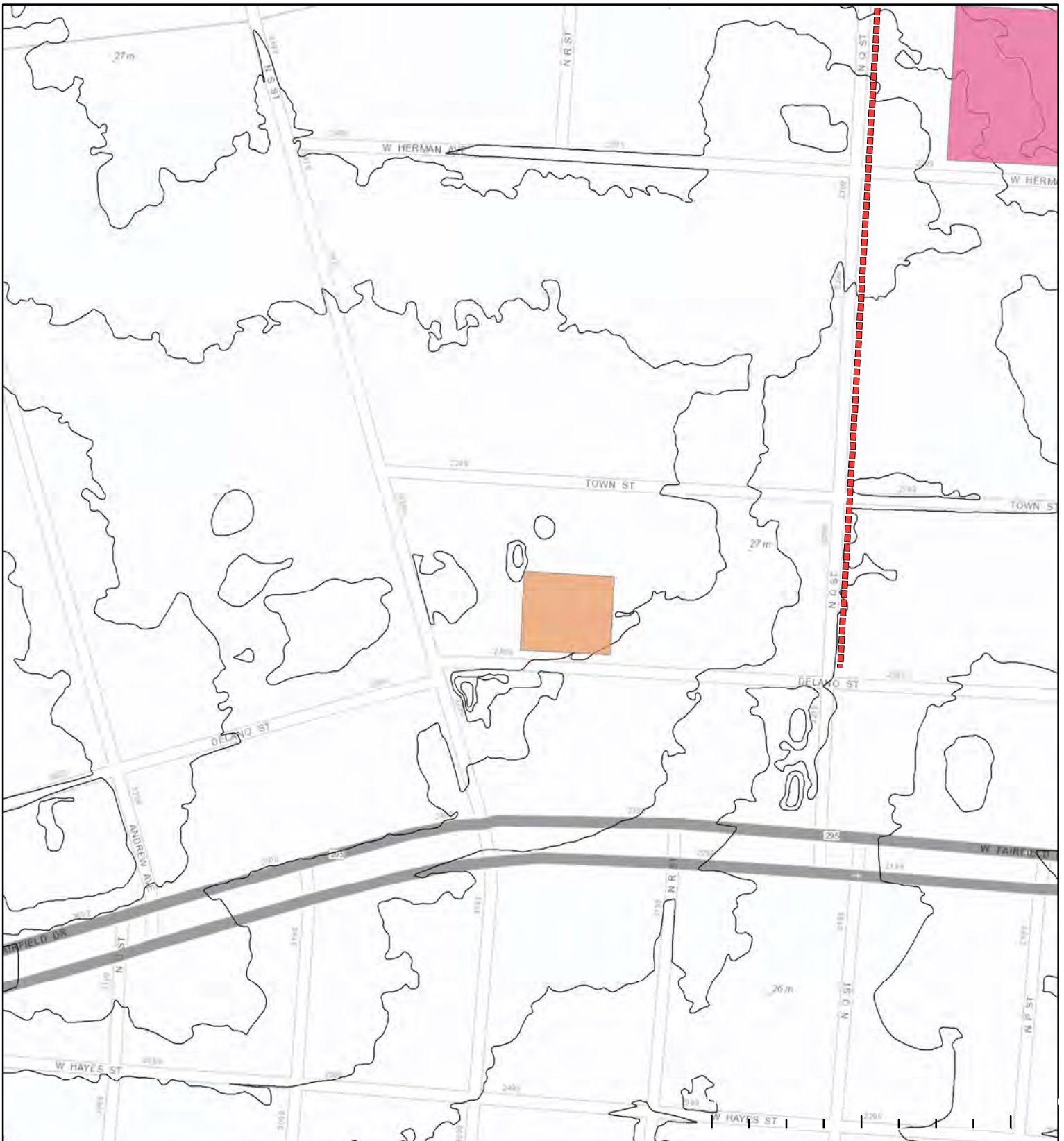


Legend

- - - - Proposed Pipes
- Fairfield Pond 2
- Fairfield Pond 3
- Delano Project Sites**
- Herman Pond
- ProjectNam**
- CBDF
- Herman Street Pit
- Delano Pond
- L Street Pond
- Fairfield Pond 1

**Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Delano Pond Aerial**

Map Created 11/6/2014
by ARCADIS-US.



Legend

■■■■■ Proposed Pipes	■ Fairfield Pond 2
Delano Project Sites	■ Fairfield Pond 3
ProjectNam	■ Herman Pond
■ CBDF	■ Herman Street Pit
■ Delano Pond	■ L Street Pond
■ Fairfield Pond 1	

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Delano Pond Topo

Map Created 11/6/2014
 by ARCADIS-US.



Legend	
Proposed Pipes	Fairfield Pond 2
Delano Project Sites	Fairfield Pond 3
ProjectNam	Herman Pond
CBDF	Herman Street Pit
Delano Pond	L Street Pond
Fairfield Pond 1	

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Herman Pond Parcels
Ground Disturbance Map

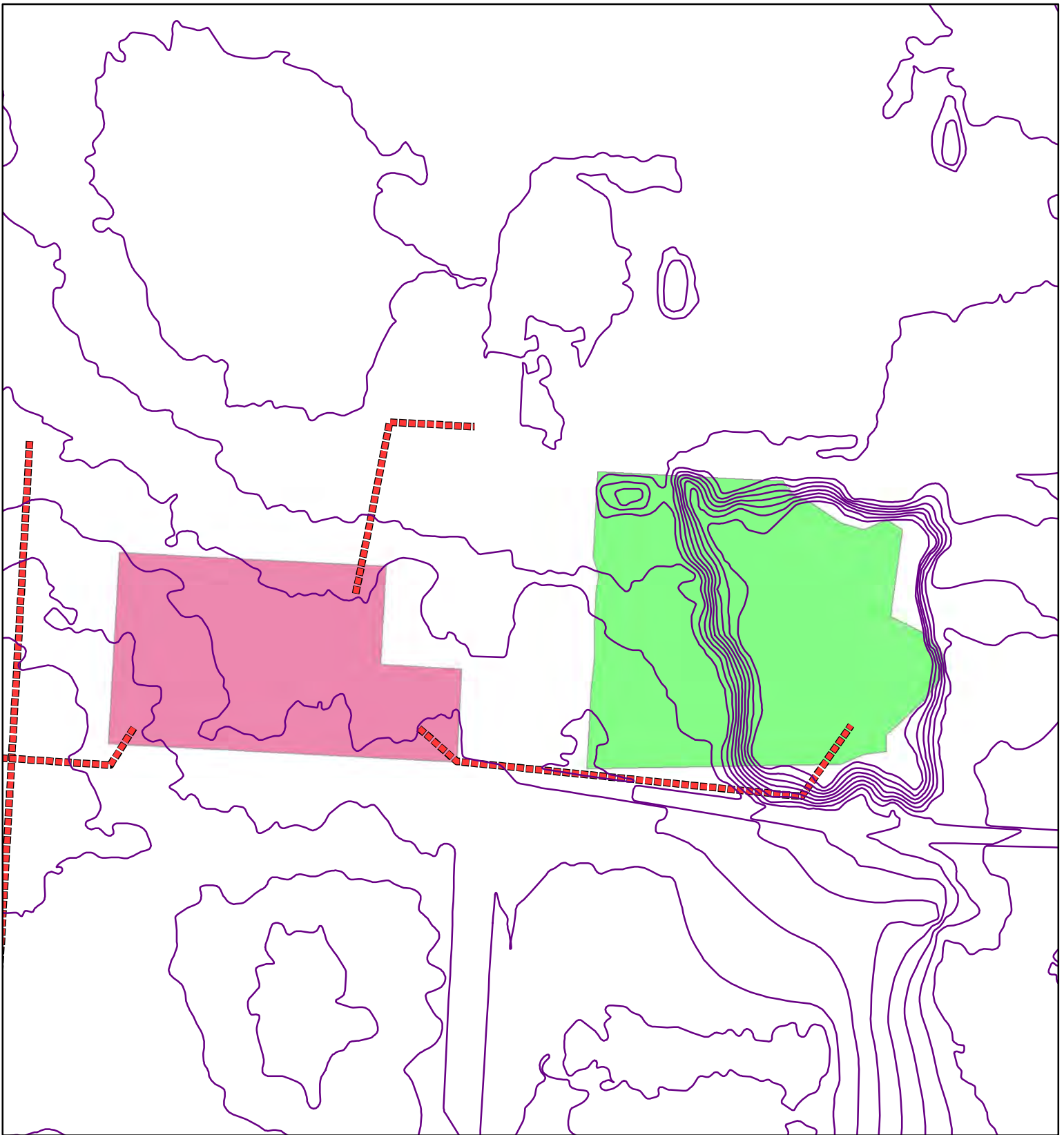
Map Created 5/1/2015
 by ARCADIS-US.
 82













Legend	
■■■■ Proposed Pipes	■ Fairfield Pond 2
Delano Project Sites	■ Fairfield Pond 3
ProjectNam	■ Herman Pond
■ CBDF	■ Herman Street Pit
■ Delano Pond	■ L Street Pond
■ Fairfield Pond 1	

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Herman Pond Parcels
Ground Disturbance Map


Map Created 5/1/2015
by ARCADIS-US.












Legend

 Topographic Contours	 Fairfield Pond 1
 Proposed Pipes	 Fairfield Pond 2
Delano Project Sites	 Fairfield Pond 3
ProjectNam	 Herman Pond
 CBDF	 Herman Street Pit
 Delano Pond	 L Street Pond


Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Herman Pond Parcels
2-foot Contour Topo Map

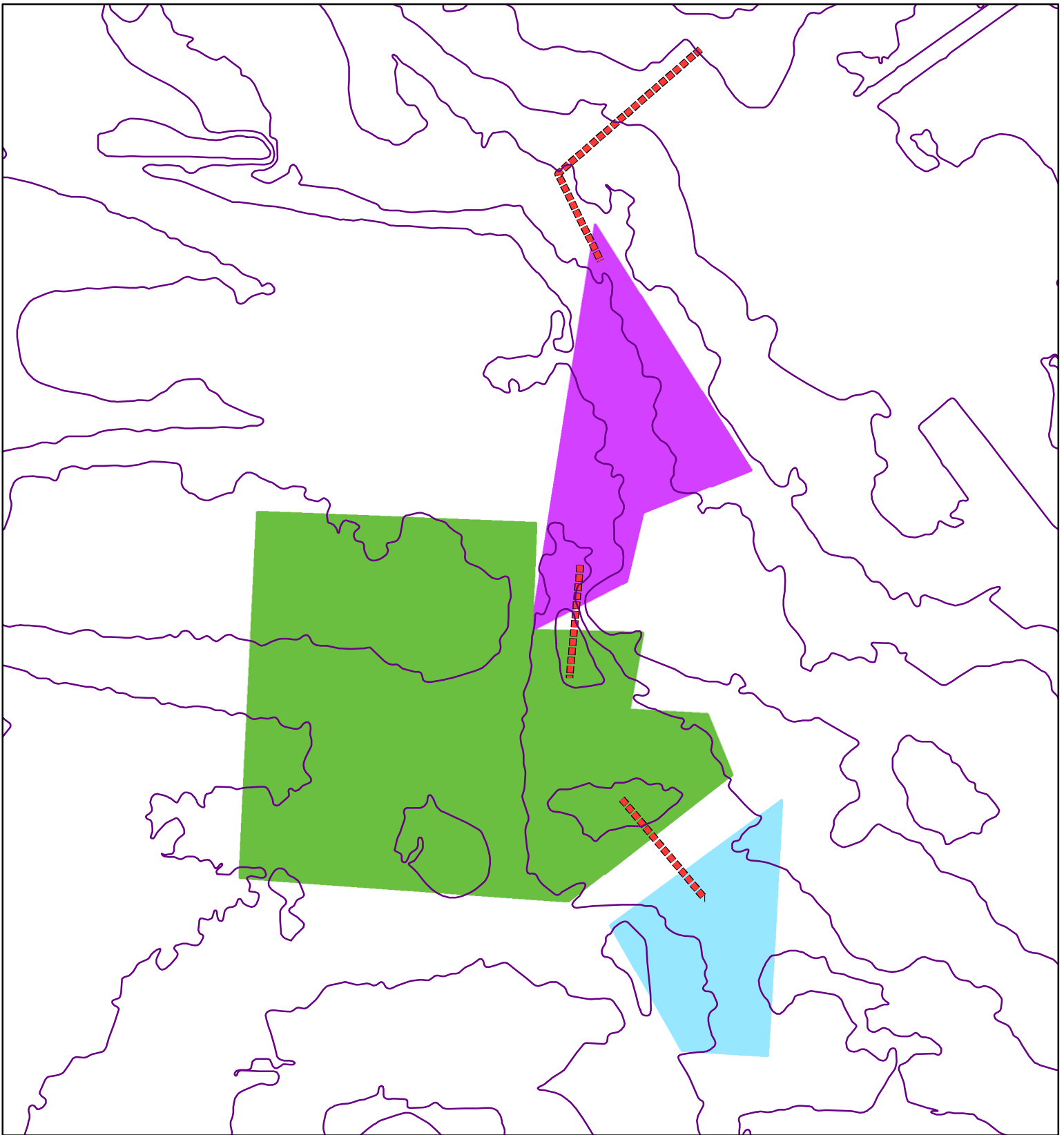

 Map Created 5/1/2015
 by ARCADIS-US.
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Legend	
	Proposed Pipes
	Fairfield Pond 2
Delano Project Sites	 Fairfield Pond 3
ProjectNam	 Herman Pond
	CBDF
	Herman Street Pit
	Delano Pond
	L Street Pond
	Fairfield Pond 1

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Fairfield Ponds 1,2, and 3 Parcels
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Ground Disturbance Map


 Map Created 5/1/2015
 by ARCADIS-US.
 85



Legend

Topographic Contours	Fairfield Pond 1
Proposed Pipes	Fairfield Pond 2
Delano Project Sites	Fairfield Pond 3
ProjectNam	Herman Pond
CBDF	Herman Street Pit
Delano Pond	L Street Pond

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Fairfield Ponds 1, 2, and 3
2-foot Contour Topo Map

Map Created 5/1/2015
 by ARCADIS-US.
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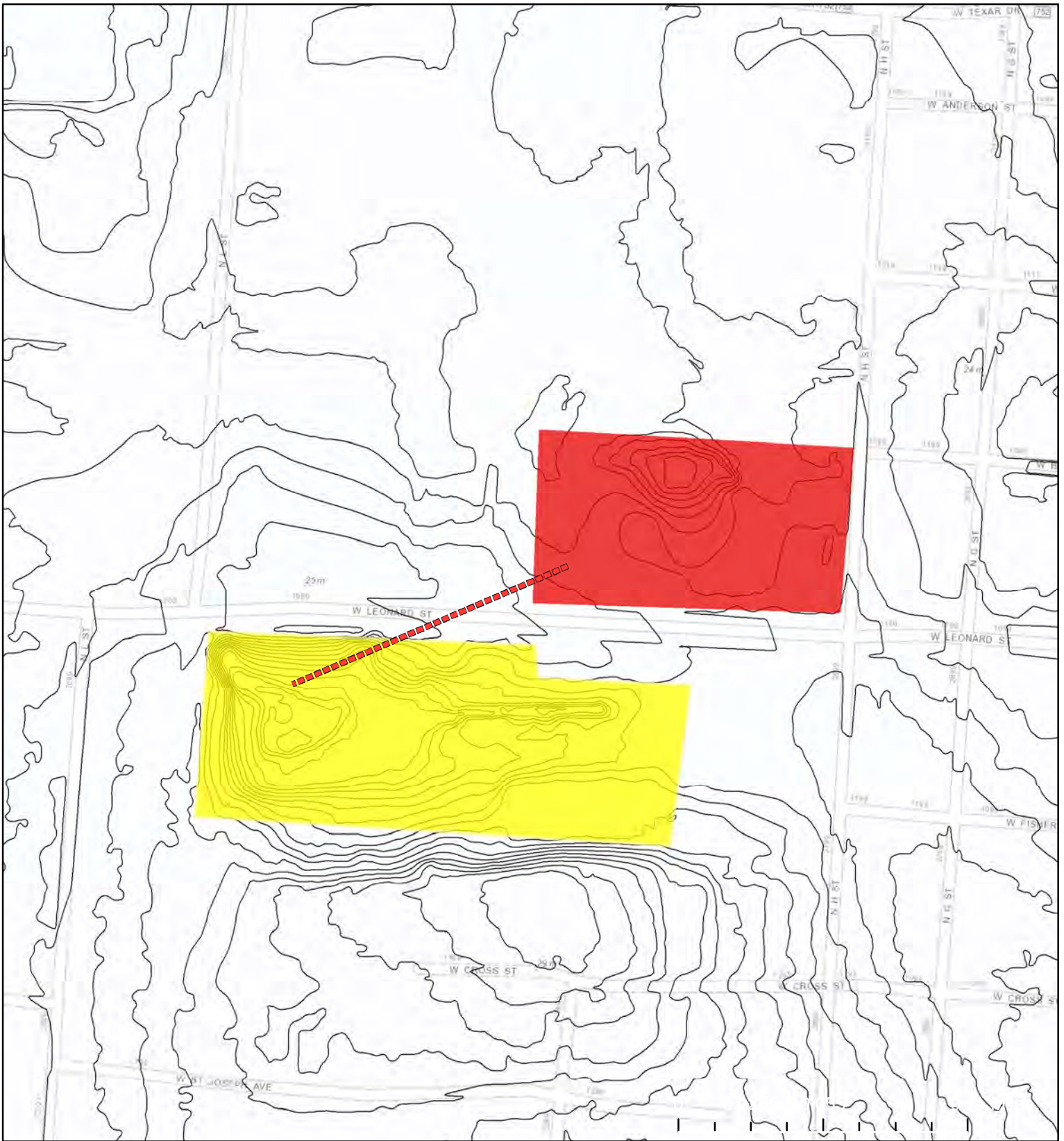
Legend

- - - - Proposed Pipes
- Delano Project Sites
- ProjectNam**
- CBDF
- Delano Pond
- Fairfield Pond 1
- Fairfield Pond 2
- Fairfield Pond 3
- Herman Pond
- Herman Street Pit
- L Street Pond










**Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
CBDF and L Street Pond Aerial**




Map Created 11/6/2014
by ARCADIS-US.



Legend

 Proposed Pipes	 Fairfield Pond 2
Delano Project Sites	 Fairfield Pond 3
ProjectNam	 Herman Pond
 CBDF	 Herman Street Pit
 Delano Pond	 L Street Pond
 Fairfield Pond 1	

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
CBDF and L Street Pond Topo


 Map Created 11/6/2014
 by ARCADIS-US.

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Delano Street Drainage Improvements

Section III Attachments: Budget

Delano Drainage System Improvements
Escambia County, Florida
Cost Estimate

Delano Pond, New Herman Pond, and Delano System	(no property acquisition/demolition)			
Phase 2: Construction	Qty	Unit	Price	Total
Mobilization	1	LS	\$ 5,000.00	\$5,000.00
Clearing & Grubbing	2	AC	\$ 4,000.00	\$8,000.00
Excavation	48,770	CY	\$ 4.00	\$195,080.00
18" RCP	2,756	LF	\$ 35.00	\$96,460.00
24" RCP	1,598	LF	\$ 50.00	\$79,900.00
36" RCP	2,177	LF	\$ 75.00	\$163,275.00
Manholes	10	EA	\$ 2,000.00	\$20,000.00
18" MES	3	EA	\$ 800.00	\$2,400.00
36" MES	3	EA	\$ 1,900.00	\$5,700.00
DBI	23	EA	\$ 2,500.00	\$57,500.00
Tie to Existing Structures	2	EA	\$ 1,000.00	\$2,000.00
Flowable Fill	17	CY	\$ 200.00	\$3,400.00
Swale	7,250	LF	\$ 1.00	\$7,250.00
Misc Grading	31,600	SY	\$ 1.50	\$47,400.00
Sod	31,600	SY	\$ 3.00	\$94,800.00
Seeding	2	AC	\$ 200.00	\$400.00
Erosion Control	1	LS	\$ 5,000.00	\$5,000.00
Traffic Control	1	LS	\$ 4,000.00	\$4,000.00
Concrete Driveway	700	SY	\$ 40.00	\$28,000.00
Roadway Cut/Patch	1,100	SY	\$ 25.00	\$27,500.00
Remove & Replace Unsuitables	6,900	CY	\$ 9.00	\$62,100.00
Mailbox Relocations	50	EA	\$ 150.00	\$7,500.00
Chain Link Fence	2,360	LF	\$ 14.00	\$33,040.00
15% Design Fees	1	LS		\$143,355.75
TOTAL ESTIMATE FOR DELANO POND, NEW HERMAN POND, AND DELANO SYSTEM				\$1,099,060.75

Herman Pit				
PHASE 1: Acquisition and Demolition	Qty	Unit	Price	Total
Acquisition and Closing for 416 W Herman				\$137,951.24
Acquisition and Closing for 450 W Herman				\$215,794.79
Structure Demolition	10,588	SF	\$ 1.25	\$13,235.00
Concrete Removal	978	SY	\$ 4.58	\$4,478.22
Total Phase 1 Estimate for Herman Pit				\$371,459.25
Phase 2: Construction	Qty	Unit	Price	Total
Mobilization	1	LS	\$ 5,000.00	\$5,000.00
Clearing & Grubbing	6.2	AC	\$ 10,000.00	\$62,000.00
Excavation	75,800	CY	\$ 4.00	\$303,200.00
DBI	1	EA	\$ 2,500.00	\$2,500.00
Tie to Existing Structures	1	EA	\$ 1,000.00	\$1,000.00
Misc Grading	13,800	SY	\$ 1.50	\$20,700.00
Sod	13,800	SY	\$ 3.00	\$41,400.00
Erosion Control	1	LS	\$ 5,000.00	\$5,000.00
Chain Link Fence	2,150	LF	\$ 14.00	\$30,100.00
15% Design Fees	1	LS		\$126,353.89
Total Phase 2 Estimate for Herman Pit				\$597,253.89
TOTAL ESTIMATE FOR HERMAN PIT				\$968,713.14

CDBF Pond		(no property acquisition/demolition)			
Phase 2: Construction	Qty	Unit	Price	Total	
Mobilization	1	LS	\$ 5,000.00	\$5,000.00	
Clearing & Grubbing	5	AC	\$ 4,000.00	\$18,800.00	
Excavation	84,830	CY	\$ 4.00	\$339,320.00	
18" RCP	100	LF	\$ 35.00	\$3,500.00	
36" RCP	385	LF	\$ 75.00	\$28,875.00	
DBI	3	EA	\$ 2,500.00	\$7,500.00	
Smart Box	1	EA	\$ 5,000.00	\$5,000.00	
Pipe Removal	500	LF	\$ 12.00	\$6,000.00	
Tie to Existing Structures	4	EA	\$ 1,000.00	\$4,000.00	
Flowable Fill	20	CY	\$ 200.00	\$4,000.00	
Misc Grading	22,800	SY	\$ 1.50	\$34,200.00	
Sod	13,500	SY	\$ 3.00	\$40,500.00	
Erosion Control	1	LS	\$ 5,000.00	\$5,000.00	
Traffic Control	1	LS	\$ 4,000.00	\$4,000.00	
Roadway Cut/Patch	230	SY	\$ 25.00	\$5,750.00	
Remove & Replace Unsuitables	4,200	CY	\$ 9.00	\$37,800.00	
Chain Link Fence	1,950	LF	\$ 14.00	\$27,300.00	
15% Design Fees	1	LS		\$86,481.75	
TOTAL ESTIMATE FOR CDBF POND				\$663,026.75	

Fairfield Pond 1				
PHASE 1: Acquisition and Demolition	Qty	Unit	Price	Total
Acquisition of Fairfield at Texar*				\$400,000.00
Total Phase 1 Estimate for Fairfield Pond 1				\$400,000.00
Phase 2: Construction	Qty	Unit	Price	Total
Mobilization	1	LS	\$ 5,000.00	\$5,000.00
Clearing & Grubbing	1.5	AC	\$ 4,000.00	\$6,000.00
Excavation	11,800	CY	\$ 4.00	\$47,200.00
24" RCP	975	LF	\$ 50.00	\$48,750.00
Outfall Structure	1	EA	\$ 3,000.00	\$3,000.00
Manhole	2	EA	\$ 2,500.00	\$5,000.00
24" MES	1	EA	\$ 1,000.00	\$1,000.00
Tie to Existing Structures	1	EA	\$ 1,000.00	\$1,000.00
Misc Grading	5,500	SY	\$ 1.50	\$8,250.00
Sod	5,500	SY	\$ 3.00	\$16,500.00
Erosion Control	1	LS	\$ 5,000.00	\$5,000.00
Traffic Control	1	LS	\$ 4,000.00	\$4,000.00
Roadway Cut/Patch	1,300	SY	\$ 25.00	\$32,500.00
Remove & Replace Unsuitables	590	CY	\$ 9.00	\$5,310.00
Chain Link Fence	1,100	LF	\$ 14.00	\$15,400.00
15% Design Fees	1	LS		\$90,586.50
Total Phase 2 Estimate for Fairfield Pond 1				\$294,496.50
TOTAL ESTIMATE FOR FAIRFIELD POND 1				\$694,496.50

*The parcel is currently for sale for \$600,000, however the price has not been negotiated or appraised for actual value. Per Escambia County Property Appraiser's 2014 Certified Roll Assessment, this property is valued at \$159,600. An estimate of \$400,000 is the most appropriate estimate of appraised value at this time.

Fairfield Pond 2				
PHASE 1: Acquisition and Demolition	Qty	Unit	Price	Total
Fairfield Properties, LLC - Acquisition	5.48	AC	\$250,000	\$1,370,000.00
Phase 1 Estimate for Fairfield Pond 2				\$1,370,000.00
Phase 2: Construction	Qty	Unit	Price	Total
Mobilization	1	LS	\$ 5,000.00	\$5,000.00
Clearing & Grubbing	7.8	AC	\$ 4,000.00	\$31,200.00
Excavation	93,400	CY	\$ 4.00	\$373,600.00
24" RCP	190	LF	\$ 50.00	\$9,500.00
60" RCP	90		\$ 180.00	\$16,200.00
Manhole	1		\$ 4,000.00	\$4,000.00
24" MES	1		\$ 1,000.00	\$1,000.00
60" MES	1		\$ 2,500.00	\$2,500.00
Tie to Existing Structures	1	EA	\$ 1,000.00	\$1,000.00
Misc Grading	15,100	SY	\$ 1.50	\$22,650.00
Sod	15,100	SY	\$ 3.00	\$45,300.00
Erosion Control	1	LS	\$ 5,000.00	\$5,000.00
Traffic Control	1	LS	\$ 4,000.00	\$4,000.00
Remove & Replace Unsuitables	4,670	CY	\$ 9.00	\$42,030.00
Chain Link Fence	2,600	LF	\$ 14.00	\$36,400.00
15% Design Fees	1	LS		\$295,407.00
Phase 2 Estimate for Fairfield Pond 2				\$894,787.00
TOTAL ESTIMATE FOR FAIRFIELD POND 2				\$2,264,787.00

Fairfield Pond 3		(no property acquisition/demolition)		
Phase 2: Construction	Qty	Unit	Price	Total
Mobilization	1	LS	\$ 5,000.00	\$5,000.00
Clearing & Grubbing	2	AC	\$ 4,000.00	\$8,000.00
Excavation	13,700	CY	\$ 4.00	\$54,800.00
30" RCP	600	LF	\$ 65.00	\$39,000.00
Outfall Structure	1	EA	\$ 3,000.00	\$3,000.00
Manhole	2	EA	\$ 3,000.00	\$6,000.00
30" MES	2	EA	\$ 1,500.00	\$3,000.00
Tie to Existing Structures	1	EA	\$ 1,000.00	\$1,000.00
Misc Grading	8,210	SY	\$ 1.50	\$12,315.00
Sod	6,740	SY	\$ 3.00	\$20,220.00
Erosion Control	1	LS	\$ 5,000.00	\$5,000.00
Traffic Control	1	LS	\$ 4,000.00	\$4,000.00
Roadway Cut/Patch	230	SY	\$ 25.00	\$5,750.00
Remove & Replace Unsuitables	685	CY	\$ 9.00	\$6,165.00
Chain Link Fence	1,360	LF	\$ 14.00	\$19,040.00
15% Design Fees	1	LS		\$28,843.50
TOTAL ESTIMATE FOR FAIRFIELD POND 3				\$221,133.50

L Street Pond		(no property acquisition/demolition)		
Phase 2: Construction	Qty	Unit	Price	Total
Mobilization	1	LS	\$ 5,000.00	\$5,000.00
Clearing & Grubbing	5	AC	\$ 1,000.00	\$5,000.00
Excavation	25,000	CY	\$ 4.00	\$100,000.00
24" RCP	150	LF	\$ 50.00	\$7,500.00
Manhole	1	EA	\$ 2,000.00	\$2,000.00
Outfall Structure Modifications	2	EA	\$ 1,500.00	\$3,000.00
24" MES	1	EA	\$ 1,000.00	\$1,000.00
Misc Grading	20,000	SY	\$ 1.50	\$30,000.00
Sod	20,000	SY	\$ 3.00	\$60,000.00
Seeding	2	AC	\$ 200.00	\$400.00
Chain Link Fence	1,600	LF	\$ 14.00	\$22,400.00
TOTAL ESTIMATE FOR L Street Pond				\$236,300.00

PHASE 1 Total Cost for Acquisition, Demolition, Permitting, Design	\$2,141,459.25
Phase 1 Grant Management (5%)	\$107,072.96
Phase 1 Pre-award	\$33,582.62
Phase 1 TOTAL COST	\$2,282,114.83

Phase 2 Total Cost for Construction	\$4,006,058.39
Phase 2 Grant Management (5%)	\$200,302.92
Phase 2 TOTAL COST	\$4,206,361.31

Total Grant Cost for Delano Street Drainage Improvements	\$6,488,476.14
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Delano Street Drainage Improvements

Section IV: Environmental Review

Escambia County QuickFacts from US Census Bureau

Tribal Scope of Work

Future Land use Map

State Historic Preservation Office Concurrence Letter

Floodplain Manager Concurrence Letter

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State & County QuickFacts

Escambia County, Florida

People QuickFacts	Escambia County	Florida
Population, 2013 estimate	305,817	19,552,860
Population, 2010 (April 1) estimates base	297,619	18,802,690
Population, percent change, April 1, 2010 to July 1, 2013	2.8%	4.0%
Population, 2010	297,619	18,801,310
Persons under 5 years, percent, 2013	6.1%	5.5%
Persons under 18 years, percent, 2013	21.0%	20.6%
Persons 65 years and over, percent, 2013	15.5%	18.7%
Female persons, percent, 2013	50.3%	51.1%

White alone, percent, 2013 (a)	70.1%	78.1%
Black or African American alone, percent, 2013 (a)	22.8%	16.7%
American Indian and Alaska Native alone, percent, 2013 (a)	0.9%	0.5%
Asian alone, percent, 2013 (a)	3.0%	2.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2013 (a)	0.2%	0.1%
Two or More Races, percent, 2013	3.0%	1.9%
Hispanic or Latino, percent, 2013 (b)	5.2%	23.6%
White alone, not Hispanic or Latino, percent, 2013	65.8%	56.4%

Living in same house 1 year & over, percent, 2008-2012	80.3%	83.7%
Foreign born persons, percent, 2008-2012	5.7%	19.3%
Language other than English spoken at home, pct age 5+, 2008-2012	8.2%	27.3%
High school graduate or higher, percent of persons age 25+, 2008-2012	87.1%	85.8%
Bachelor's degree or higher, percent of persons age 25+, 2008-2012	23.2%	26.2%
Veterans, 2008-2012	35,438	1,606,758
Mean travel time to work (minutes), workers age 16+, 2008-2012	21.7	25.8

Housing units, 2013	137,679	9,047,612
Homeownership rate, 2008-2012	65.4%	68.1%
Housing units in multi-unit structures, percent, 2008-2012	23.9%	30.1%
Median value of owner-occupied housing units, 2008-2012	\$137,300	\$170,800
Households, 2008-2012	112,012	7,147,013
Persons per household, 2008-2012	2.48	2.58
Per capita money income in past 12 months (2012 dollars), 2008-2012	\$23,396	\$26,451
Median household income, 2008-2012	\$43,806	\$47,309
Persons below poverty level, percent, 2008-2012	17.8%	15.6%

Business QuickFacts	Escambia County	Florida
Private nonfarm establishments, 2012	6,545	502,414 ¹
Private nonfarm employment, 2012	99,796	6,932,382 ¹
Private nonfarm employment, percent change, 2011-2012	3.7%	3.0% ¹
Nonemployer establishments, 2012	19,189	1,775,605

Total number of firms, 2007	24,187	2,009,589
Black-owned firms, percent, 2007	9.5%	9.0%
American Indian- and Alaska Native-owned firms, percent, 2007	S	0.5%
Asian-owned firms, percent, 2007	3.7%	3.2%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	0.1%	0.1%
Hispanic-owned firms, percent, 2007	2.4%	22.4%

Women-owned firms, percent, 2007	30.6%	28.9%
<hr/>		
Manufacturers shipments, 2007 (\$1000)	2,117,030	104,832,907
Merchant wholesaler sales, 2007 (\$1000)	1,838,916	221,641,518
Retail sales, 2007 (\$1000)	4,055,667	262,341,127
Retail sales per capita, 2007	\$13,404	\$14,353
Accommodation and food services sales, 2007 (\$1000)	493,882	41,922,059
Building permits, 2012	655	64,810
<hr/>		
Geography QuickFacts	Escambia County	Florida
Land area in square miles, 2010	656.46	53,624.76
Persons per square mile, 2010	453.4	350.6
FIPS Code	033	12
Metropolitan or Micropolitan Statistical Area	Pensacola-Ferry Pass-Brent, FL Metro Area	

1: Includes data not distributed by county.

(a) Includes persons reporting only one race.
 (b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information
 F: Fewer than 25 firms
 FN: Footnote on this item for this area in place of data
 NA: Not available
 S: Suppressed; does not meet publication standards
 X: Not applicable
 Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits
 Last Revised: Tuesday, 08-Jul-2014 06:43:27 EDT

Escambia County Tribal Scope of Work

FEMA Project ID:

Subgrantee/Applicant Name: Escambia County

Project Type: Delano Street Drainage Improvements

Project Purpose and Need:

The Delano Street Study (DSS) area in Escambia County, Florida is characterized by substantial urban development with a small percentage of pervious area and potential locations for stormwater retention. The study area is more residential/mixed-use in nature while the areas downstream consist of urban development. In the past, structures in the DSS have experienced flooding as high as two feet above finished floor elevations. The most recent 2014 event, for which disaster this HGMP application is eligible, resulted in widespread flooding that produced sinkholes, cut roads in half, and necessitated water rescue missions for survivors. Elevation contours show that the topography in the DSS is relatively high with decent relief, however historic flooding patterns and modeling results verify that flooding in the area is caused a combination of a lack of conveyance and storage capacity. Currently, the area relies mostly on overland flow and flow along the edge of pavement and roadside swales instead of a storm sewer system to collect and convey storm water.

The proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add to the existing stormwater capacity within the drainage area. All sites and improvements presented below are collectively known as the Delano Street Drainage Improvement Project, and were modeled in conjunction with one another. Construction of the project is planned in four phases although necessary work at each site may be initiated and conducted in parallel from a timing perspective. Each site included in the project is listed below with a brief explanation of the scope of work. Traffic and erosion control will be required at all sites to perform the scope of work as stated. This project is intended to mitigate future flood losses, and is supported by the 2013 State of Florida Enhanced Hazard Mitigation Plan and Escambia County's Local Mitigation Strategy.

DELANO POND AND AREA DRAINAGE SYSTEM: This is a small 0.62 acre County-owned site located on Delano Street. This pond site will provide a location to convey stormwater in an area where little to no conveyance systems are in place. The existing structure will be demolished. Mitigation activities at this site: clearing and grubbing; excavation; sodding; and installation of chain link fence.

HERMAN POND AND AREA DRAINAGE SYSTEM: This is a 2.9 acre parcel located on Herman Street northwest of the intersection with Pace Boulevard. The County is in the final stages of the acquisition of the last remaining parcel which comprises the 2.9 acres. Acquisition is scheduled to be complete within one month of the date of this application. This pond will serve the area north of Delano Street which experiences frequent flooding. A portion of the stormwater from the Pace Boulevard drainage system will also be routed through this pond reducing the pressure to the Herman Pit (discussed below) also improving downstream timing. The stormwater from Pace Boulevard will be intercepted at the corner of Pace Boulevard and Clay Street and will be diverted through newly installed piping heading west along

Clay Street and turning south into the Herman Pond. The outfall of Herman Pond into the Herman Street Pit will flow through newly installed piping which will head east along Herman Street. New piping will be added along the length of Q Street beginning at Clay Street heading south and ending at Delano Street. Mitigation activities at this site include: clearing and grubbing; excavation; installation of 18", 24", and 36" reinforced concrete pipe; 10 manholes; 18" and 36" mitered end sections; multiple ditch bottom inlets; and ties to existing infrastructure. In addition, swales and miscellaneous grading and fill, sodding, mailbox relations, concrete driveways and roadway cut and patch will be necessary for project completion. Improvements at this location will require work in Florida Department of Transportation (FDOT) right-of-way on Pace Boulevard. Chain link fencing will also be installed for safety and security purposes at the Herman Pond site.

EXISTING HERMAN PIT IMPROVEMENTS: The existing Herman Pit is a County-owned site, formerly owned by FDOT and was never designed as a stormwater management facility. Still, several acres of stormwater are routed there. The current pond lacks substantial stormwater capacity for an area its size due to the fact that it is covered in trees, vegetation, and holds water year round. Based on geotechnical investigation performed at the site, the pond currently holds water due to an impermeable layer at the pond bottom. Borings near the pond show that seasonal high water table is below the standing water elevation in the pond, confirming that there is a confining layer at the pond bottom. This could be caused by years of vegetative debris, silting, or a layer of poorly draining soil in the pond bottom. Further geotechnical investigation is recommended to determine if gaining additional capacity by deepening the pond is a potential option. Project upgrades to the existing site include clearing and grubbing to the existing pit limits, grading, excavation, and providing a formal outfall structure in order to formalize the pit as a functioning stormwater pond. Additionally, the pond will be expanded on the 2.0 acres located immediately west of the pond, giving the pond a square shape with expansion from the current 4.0 acre footprint to a 6.14 acre footprint while more than doubling the current capacity. Conversion to a pond site, expansion, and improved function is the goal for this site. The Herman Pit outfalls into the L Street system which outfalls to the south into the L Street Pond.

PROPOSED FAIRFIELD POND 1: This is a 1.3 acre site bounded by Fairfield Drive, Texar Drive, and open property to the east. Fairfield Pond 1 would be connected to Fairfield Pond 2 by a 24" equalizer pipe, essentially providing additional capacity to Fairfield Pond 2. The 60" Fairfield Drive system routed to Fairfield Pond 2 and the Palafox System to Fairfield Pond 3 would both flow through Pond 1 upon reaching their design capacity. The pond is proposed to discharge into the E Street System via a 24" outfall pipe with the water entering that system with no increase in outfall capacity diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. The Fairfield Pond 1 site is made up of the south end of one parcel. The parcel is divided by Fairfield Drive and the north end of that parcel would be utilized for Fairfield Pond 2. The parcel is currently for sale for \$600,000, however, the price has not been negotiated or appraised for actual value. The last sale price was \$180,000 in 2005. The parcel has undergone phase I & II environmental site assessments. It was determined that the site contains a trace amount of metals, such as lead, and arsenic at specific locations on the parcel. The County plans to fully assess, delineate, and clean up the contaminated soils as required prior to pond construction.

PROPOSED FAIRFIELD POND 2: This is a 7.72 acre site located south and west of the County Animal Shelter along Fairfield Drive and across the street from proposed Fairfield Pond 1. This pond will receive

overflow from the proposed Fairfield Pond 3 to be located north of the Animal Shelter. The existing 60" pipe on Fairfield Drive will be cut off and routed to outfall into Fairfield Pond 2, diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. Fairfield Pond 2 will be connected to Fairfield Pond 1 through a 24" equalizer pipe and ultimately outfall through Fairfield Pond 1 outfall. The Fairfield Pond 2 site is made up of the northern part of the parcel which makes up Pond 1 and three other parcels located west of the Animal Shelter. The portion associated with Fairfield Pond 1 is currently for sale as discussed in the Pond 1 description. The parcels west of the Animal Shelter make up the majority of the site and are currently for sale for \$1.37 million (\$250,000 per acre), however the price has not been negotiated or appraised for actual value. The sale price is consistent with sale prices of surrounding property from the same property owner.

FAIRFIELD POND SITE 3: This is a 1.7 acre County-owned site is part of the County Animal Shelter site located north of the Animal Shelter facility to Herman Street. This pond will partially intercept flow from the Palafox drainage system which serves Palafox Street north of Herman Street to the basin limits. This flow will be intercepted through newly installed piping beginning at the intersection of Palafox and Herman Street heading southwest and then turning southeast into Fairfield Pond 3. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 30" reinforced concrete pipe and mitered end sections; sodding; installation of an outfall structure and 2 manholes; and necessary ties to existing infrastructure. Coordination with the FDOT will be necessary to modify stormwater infrastructure under Herman Street requiring roadway cut and patch work. Chain link fencing will be installed around the perimeter of the site for safety and security purposes.

SHERIFF'S DEPARTMENT CENTRAL BOOKING AND DETENTION FACILITY (CBDF): This is a 4.7 acre County-owned site at the current location of the CBDF across the street from the existing L Street Pond. This site is currently made up of the County jail facility and surrounding parking areas. The county is completing a study to determine if the site will have a future use associated with the Sheriff's Department. Should the facility be relocated and existing structure(s) demolished a pond site will be developed. Relocation and demolition activities are not part of this application. This pond will be connected to the L Street Pond with an equalization pipe. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 18" and 36" reinforced concrete pipe; sodding; installation of multiple ditch bottom inlets; one smart box; removal of existing pipe and necessary ties to existing infrastructure.

L STREET POND IMPROVEMENTS: This is an existing County-owned pond site located on the southeast corner of Leonard Street and L Street adjacent to the County-owned Englewood Park site. The pond currently receives stormwater flow from all the areas upstream in the study area before outfalling into the E Street system. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 24" reinforced concrete pipe; sodding; installation of a manhole; modifications to the outfall; and necessary ties to existing infrastructure. In addition, the L Street pond improvements consist of lowering the Englewood Park football field adjacent to the pond. The existing pond berms will be re-graded to 3H:1V side slopes to add capacity.

Basic Site/Structure Information:

Address:

Delano Pond

2420 West Delano Street Pensacola, Florida, 32505

Herman Pond

3601 N Pace, Pensacola, Florida 32505

2112 W Herman, Pensacola, Florida 32505

2208 W Herman, Pensacola, Florida 32505

Herman Pit

Town Street, Pensacola, Florida 32505

416 W Herman, Pensacola, Florida 32505

450 W Herman, Pensacola, Florida 32505

Fairfield Ponds

Pond 1 - 3241 N Palafox, Pensacola, Florida 32505

Pond 1 and 2 – Fairfield and Texar, and 1412 W Fairfield, Pensacola, Florida 32505

Pond 3 – 200 W Fairfield, Pensacola, Florida 32505

CBDF and L Street

1200 W Leonard, Pensacola, Florida 32505

Latitude/Longitude:

Escambia County, Florida Delano Street Drainage Improvements Proposed Project Site Information			
Proposed Pipe	Southern Coordinates	Northern Coordinates	Length
Herman Pond Pipe 1	30.4463447438162, -87.2421749628104	30.4503581094883, -87.2420332604918	1,500 F
Herman Pond Pipe 2	30.4497381264743, -87.2403857900238	30.4504712906509, -87.2398137583839	436 F
Herman Pit Pipe 1	30.4491635464612, -87.240052260969	30.449224390006, -87.2378966463988	798 F
Fairfield Pond 1 Pipe 1	30.4456911761344, -87.2307674958968	30.4461092547573, -87.2311924091663	227 F
Fairfield Pond 2 Pipe 1	30.4466257361447, -87.2314691531568	30.4471137571197, -87.2314289820913	167 F
Fairfield Pond 3 Pipe 1	30.4484283980774, -87.2313677552036	30.4493546839201, -87.2308964846999	442 F
CBDF Pipe 1	30.4410962458584, -87.2353550483638	30.4417891053643, -87.2336172503552	635 F

Area and depth of ground disturbance:

In this particular drainage improvement project, it is most likely that entire parcels of land will be disturbed in order to convert the land to a drainage pond or to improve an existing pond.

Pond Area

Delano Pond: 26,250 SF
Herman Pond: 166,500 SF
Herman Pit: 249,216 SF
Fairfield Pond 1: 65,671 SF
Fairfield Pond 2: 353,233 SF
Fairfield Pond 3: 102,542 SF
CBDF: 188,490 SF
L Street: 339,864 SF

Pond Depth

Delano Pond: 16 F
Herman Pond: 18 F
Herman Pit: 10 F
Fairfield Ponds: 9 F
CBDF: 16 F
L Street: 11 F

Pipe Length

Herman Pond Pipe 1: 1,500 F
Herman Pond Pipe 2: 436 F
Herman Pit Pipe 1: 798 F
Fairfield Pond 1 Pipe 1: 227 F
Fairfield Pond 2 Pipe 1: 167 F
Fairfield Pond 3 Pipe 1: 442 F
CBDF Pipe 1: 635 F

Pipe Depth

There will be an anticipated 6' depth of ground disturbance for all proposed pipes.

Current use of the existing structures:

Delano Pond: Wholesale outlet, vacant residential
Herman Pond: Vacant commercial and single-family residential
Herman Pit: Wasteland and commercial structures
Fairfield Ponds: Commercial, vacant industrial, County animal shelter
CBDF: County Institutional
L Street: Vacant county-owned

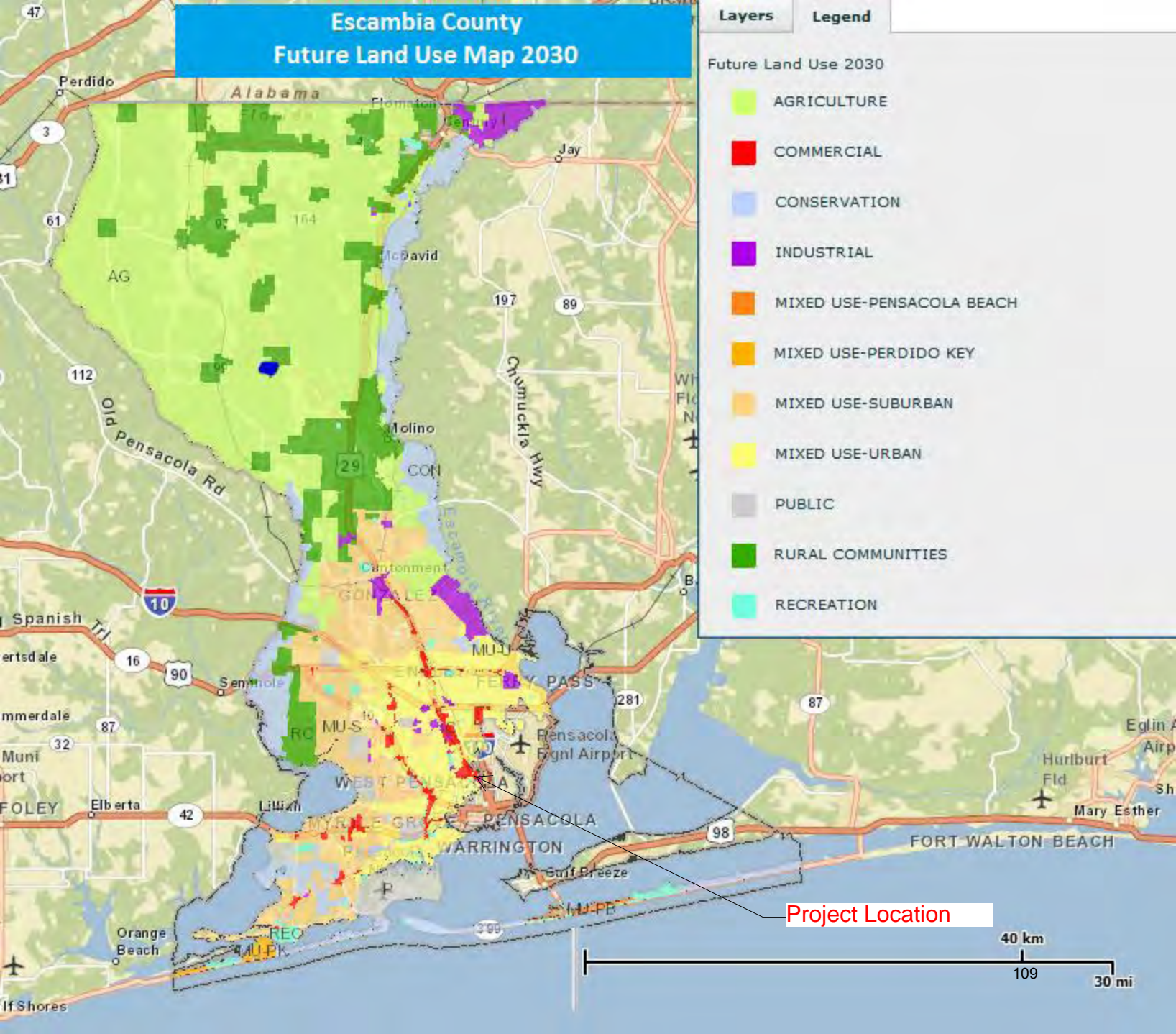
Site Information

- *Historic uses of the site:* The Fairfield Ponds properties have been previously vacant and homeowners were unaware of any environmental issues or studies on the property.
- *Any previous ground disturbing activities:* Previous ground disturbing activities include the original construction of the pond and/or structure on the land.
- *Characteristics of the surrounding area:* Proposed project location is within an area that is a mix of residential, commercial, light industrial, and county-owned land uses.

All Proposed Project Activities

Scope of Work: The mitigation proposal is to a) properties necessary to create the Fairfield Ponds and the Herman Pit, as all other properties are currently County-owned; and b) improve the drainage system according to the scope of work above. The entire system will be designed to meet the drainage needs of a 100-year/24 hour rain event.

Escambia County Future Land Use Map 2030



Layers

Legend

Future Land Use 2030

- AGRICULTURE
- COMMERCIAL
- CONSERVATION
- INDUSTRIAL
- MIXED USE-PENSACOLA BEACH
- MIXED USE-PERDIDO KEY
- MIXED USE-SUBURBAN
- MIXED USE-URBAN
- PUBLIC
- RURAL COMMUNITIES
- RECREATION

Project Location

40 km
109
30 mi

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

To: State Historic Preservation Officer
Compliance and Review Section
Division of Historical Resources
Florida Department of State
500 South Bronough Street – 4th Floor
Tallahassee, Florida, 32399-0250

Subject: Request for response regarding proposed Federal Emergency Management Agency (FEMA project; Hazard Mitigation Grant Program (HMGP), in Escambia County, Florida

Date:
November 7, 2014

To Whom It May Concern:

Contact:
Chris Curb
Escambia County
Engineering Manager –
Stormwater

Escambia County is submitting an application to the Federal Emergency Management Agency (FEMA) for a grant under FEMA’s Hazard Mitigation Grant Program (HMGP). Within the application, the City proposes to modify existing stormwater facilities and infrastructure and acquire and improve new sites to increase drainage efficiency and capacity in the Delano Street Study Area.

Phone:
850-595-3419

One of the requirements for FEMA’s HMGP application is to identify the presence of any regulated resources in the project area. At this time, Escambia County would like to inform you of the project and request SHPO clearance or conditions for implementation. A narrative describing the proposed scope of work, a table of proposed project site information, parcel location maps, and pictures of the proposed site and nearby structures is attached for your review.

Email:
CaCurb@Co.Escambia.fl.us

If approved for funding, project construction will extend outside of the existing developed footprint and have a ground disturbance of more than six (6) inches. Your response is greatly appreciated. If you have any questions regarding this project, please contact me by phone (850) 595-3419, by email (CaCurb@Co.Escambia.fl.us), or by letter at 3363 West Park Place Pensacola, Florida 32505.

Sincerely,



SHPO Attachment A: Delano Street Drainage Improvements Project Scope of Work

The Delano Street Study (DSS) area in Escambia County, Florida is characterized by substantial urban development with a small percentage of pervious area and potential locations for stormwater retention. The study area is more residential/mixed-use in nature while the areas downstream consist of urban development. In the past, structures in the DSS have experienced flooding as high as two feet above finished floor elevations. The most recent 2014 event, for which disaster this HGMP application is eligible, resulted in widespread flooding that produced sinkholes, cut roads in half, and necessitated water rescue missions for survivors. Elevation contours show that the topography in the DSS is relatively high with decent relief; however historic flooding patterns and modeling results verify that flooding in the area is caused a combination of a lack of conveyance and storage capacity. Currently, the area relies mostly on overland flow and flow along the edge of pavement and roadside swales instead of a storm sewer system to collect and convey storm water.

The proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add to the existing stormwater capacity within the drainage area. All sites and improvements presented below are collectively known as the Delano Street Drainage Improvement Project, and were modeled in conjunction with one another. Construction of the project is planned in two phases (acquisition/demolition and construction) although necessary work at each site may be initiated and conducted in parallel from a timing perspective. Each site included in the project is listed below with a brief explanation of the scope of work. Traffic and erosion control will be required at all sites to perform the scope of work as stated. This project is intended to mitigate future flood losses, and is supported by the 2013 State of Florida Enhanced Hazard Mitigation Plan and Escambia County's Local Mitigation Strategy.

DELANO POND AND AREA DRAINAGE SYSTEM: This is a small 0.62 acre County-owned site located on Delano Street. This pond site will provide a location to convey stormwater in an area where little to no conveyance systems are in place. The existing structure will be demolished. Mitigation activities at this site: clearing and grubbing; excavation; sodding; and installation of chain link fence.

HERMAN POND AND AREA DRAINAGE SYSTEM: This is a 2.9 acre parcel located on Herman Street northwest of the intersection with Pace Boulevard. The County is in the final stages of the acquisition of the last remaining parcel which comprises the 2.9 acres. Acquisition is scheduled to be complete within one month of the date of this application. This pond will serve the area north of Delano Street which experiences frequent flooding. A portion of the stormwater from the Pace Boulevard drainage system will also be routed through this pond reducing the pressure to the Herman Pit (discussed below) also improving downstream timing. The stormwater from Pace Boulevard will be intercepted at the corner of Pace Boulevard and Clay Street and will be diverted through newly installed piping heading west along Clay Street and turning south into the Herman Pond. The outfall of Herman Pond into the Herman Street Pit will flow through newly installed piping which will head east along Herman Street. New piping will be added along the length of Q Street beginning at Clay Street heading south and ending at Delano Street. Mitigation activities at this site include: clearing and grubbing; excavation; installation of 18", 24", and 36" reinforced concrete pipe; 10 manholes; 18" and 36" mitered end sections; multiple ditch bottom inlets; and ties to existing infrastructure. In addition, swales and miscellaneous grading and fill, sodding, mailbox relations, concrete driveways and roadway cut and patch will be necessary for project completion. Improvements at this location will require work in Florida Department of Transportation (FDOT) right-of-way on Pace Boulevard. Chain link fencing will also be installed for safety and security purposes at the Herman Pond site.

EXISTING HERMAN PIT IMPROVEMENTS: The existing Herman Pit is a County-owned site, formerly owned by FDOT and was never designed as a stormwater management facility. Still, several acres of stormwater are routed there. The current pond lacks substantial stormwater capacity for an area its size due to the fact that it is covered in trees, vegetation, and holds water year round. Based on geotechnical investigation performed at the site, the pond currently holds water due to an impermeable layer at the pond bottom. Borings near the pond show that seasonal high water table is below the standing water elevation in the pond, confirming that there is a confining layer at the pond bottom. This could be caused by years of vegetative debris, silting, or a layer of poorly draining soil in the pond bottom. Further geotechnical investigation is recommended to determine if gaining additional capacity by deepening the pond is a potential option. Project upgrades to the existing site include clearing and grubbing to the existing pit limits, grading, excavation, and providing a formal outfall structure in order to formalize the pit as a functioning stormwater pond. Additionally, the pond will be expanded on the 2.0 acres located immediately west of the pond, giving the pond a square shape with expansion from the current 4.0 acre footprint to a 6.14 acre footprint while more than doubling the current capacity. Conversion to a pond site, expansion, and improved function is the goal for this site. The Herman Pit outfalls into the L Street system which outfalls to the south into the L Street Pond.

PROPOSED FAIRFIELD POND 1: This is a 1.3 acre site bounded by Fairfield Drive, Texar Drive, and open property to the east. Fairfield Pond 1 would be connected to Fairfield Pond 2 by a 24" equalizer pipe, essentially providing additional capacity to Fairfield Pond 2. The 60" Fairfield Drive system routed to Fairfield Pond 2 and the Palafox System to Fairfield Pond 3 would both flow through Pond 1 upon reaching their design capacity. The pond is proposed to discharge into the E Street System via a 24" outfall pipe with the water entering that system with no increase in outfall capacity diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. The Fairfield Pond 1 site is made up of the south end of one parcel. The parcel is divided by Fairfield Drive and the north end of that parcel would be utilized for Fairfield Pond 2. The parcel is currently for sale for \$600,000, however, the price has not been negotiated or appraised for actual value. The last sale price was \$180,000 in 2005. The parcel has undergone phase I & II environmental site assessments. It was determined that the site contains a trace amount of metals, such as lead, and arsenic at specific locations on the parcel. The County plans to fully assess, delineate, and clean up the contaminated soils as required prior to pond construction.

PROPOSED FAIRFIELD POND 2: This is a 7.72 acre site located south and west of the County Animal Shelter along Fairfield Drive and across the street from proposed Fairfield Pond 1. This pond will receive overflow from the proposed Fairfield Pond 3 to be located north of the Animal Shelter. The existing 60" pipe on Fairfield Drive will be cut off and routed to outfall into Fairfield Pond 2, diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. Fairfield Pond 2 will be connected to Fairfield Pond 1 through a 24" equalizer pipe and ultimately outfall through Fairfield Pond 1 outfall. The Fairfield Pond 2 site is made up of the northern part of the parcel which makes up Pond 1 and three other parcels located west of the Animal Shelter. The portion associated with Fairfield Pond 1 is currently for sale as discussed in the Pond 1 description. The parcels west of the Animal Shelter make up the majority of the site and are currently for sale for \$1.37 million (\$250,000 per acre), however the price has not been negotiated or appraised for actual value. The sale price is consistent with sale prices of surrounding property from the same property owner.

FAIRFIELD POND SITE 3: This is a 1.7 acre County-owned site is part of the County Animal Shelter site located north of the Animal Shelter facility to Herman Street. This pond will partially intercept flow from the Palafox drainage system which serves Palafox Street north of Herman Street to the basin limits. This flow will be intercepted through newly installed piping beginning at the intersection of Palafox and Herman Street heading southwest and then turning southeast into Fairfield Pond 3. Mitigation activities

proposed at this site include: clearing and grubbing; excavation; installation of 30" reinforced concrete pipe and mitered end sections; sodding; installation of an outfall structure and 2 manholes; and necessary ties to existing infrastructure. Coordination with the FDOT will be necessary to modify stormwater infrastructure under Herman Street requiring roadway cut and patch work. Chain link fencing will be installed around the perimeter of the site for safety and security purposes.

SHERIFF'S DEPARTMENT CENTRAL BOOKING AND DETENTION FACILITY (CBDF): This is a 4.7 acre County-owned site at the current location of the CBDF across the street from the existing L Street Pond. This site is currently made up of the County jail facility and surrounding parking areas. The county is completing a study to determine if the site will have a future use associated with the Sheriff's Department. Should the facility be relocated and existing structure(s) demolished a pond site will be developed. Relocation and demolition activities are not part of this application. This pond will be connected to the L Street Pond with an equalization pipe. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 18" and 36" reinforced concrete pipe; sodding; installation of multiple ditch bottom inlets; one smart box; removal of existing pipe and necessary ties to existing infrastructure.

L STREET POND IMPROVEMENTS: This is an existing County-owned pond site located on the southeast corner of Leonard Street and L Street adjacent to the County-owned Englewood Park site. The pond currently receives stormwater flow from all the areas upstream in the study area before outfalling into the E Street system. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 24" reinforced concrete pipe; sodding; installation of a manhole; modifications to the outfall; and necessary ties to existing infrastructure. In addition, the L Street pond improvements consist of lowering the Englewood Park football field adjacent to the pond. The existing pond berms will be re-graded to 3H:1V side slopes to add capacity.

SHPO Attachment B: Proposed Project Site Information

Escambia County, Florida Delano Street Drainage Improvements Proposed Project Site Information				
Pond	Delano	Herman	Herman Pit	L Street
Street Address	2420 W Delano St	2208 W Herman 2112 W Herman	Town Street 416 W Herman 450 W Herman	1200 W Leonard
City	Pensacola	Pensacola	Pensacola	Pensacola
Zip Code	32502	32505	32505	32501
Section-Township-Range	S9-T2S-R30W	S9-T2S-R30W	S8-T2S-R30W	S17-T2S-R30W
Latitude	30.4466171290001	30.449633368	30.4496020930001	30.440789459
Longitude	-87.243663347	-87.241158394	-87.237975413	-87.2353449519999
Tax Parcel ID(s)	09-2S-30-1100-000-084 09-2S-30-1100-000-087	09-2S-30-1100-001-173 09-2S-30-1100-000-173 09-2S-30-1100-000-172	08-2S-30-3001-003-001 08-2S-30-3001-001-001 09-2S-30-1100-000-196 09-2S-30-1100-003-196	17-2S-30-5016-000-002
Flood Zone	X	X	X	X
Ground Elevation (ft.)	108	114	65-84	98

Escambia County, Florida Delano Street Drainage Improvements Proposed Project Site Information			
Pond	Fairfield 1	Fairfield 2	Fairfield 3
Street Address	3241 N Palafox Fairfield at Texar	Fairfield at Texar 1412 W Fairfield	200 W Fairfield Dr
City	Pensacola	Pensacola	Pensacola
Zip Code	32501	32501	32501
Section-Township-Range	S6-T2S-R30W	S6-T2S-R30W	S6-T2S-R30W
Latitude	30.4457348830001	30.4460659770001	30.4477076250001
Longitude	-87.229783166	-87.231325733	-87.23126585
Tax Parcel ID(s)	06-2S-30-1001-010-009	06-2S-30-1002-000-000 08-2S-30-1000-000-050	06-2S-30-1002-000-001
Flood Zone	X	X	X
Ground Elevation	98	95	104

Escambia County, Florida Delano Street Drainage Improvements Proposed Project Site Information			
Proposed Pipe	Southern Coordinates	Northern Coordinates	Length
Herman Pond Pipe 1	30.4463447438162, -87.2421749628104	30.4503581094883, -87.2420332604918	1,500 F
Herman Pond Pipe 2	30.4497381264743, -87.2403857900238	30.4504712906509, -87.2398137583839	436 F
Herman Pit Pipe 1	30.4491635464612, -87.240052260969	30.449224390006, -87.2378966463988	798 F
Fairfield Pond 1 Pipe 1	30.4456911761344, -87.2307674958968	30.4461092547573, -87.2311924091663	227 F
Fairfield Pond 2 Pipe 1	30.4466257361447, -87.2314691531568	30.4471137571197, -87.2314289820913	167 F
Fairfield Pond 3 Pipe 1	30.4484283980774, -87.2313677552036	30.4493546839201, -87.2308964846999	442 F
CBDF Pipe 1	30.4410962458584, -87.2353550483638	30.4417891053643, -87.2336172503552	635 F

SHPO Attachment C: Parcel Identification & Anticipated Ground Disturbance Maps



Legend
Delano Pond Parcels

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Delano Pond Parcels
092S301100000084
092S301100000087
and Anticipated Ground Disturbance

N
W E
S
Map Created 11/6/2014
by ARCADIS-US.



Legend			
	Proposed Pipes		
	Fairfield Pond 2		
Delano Project Sites		Fairfield Pond 3	
ProjectNam		Herman Pond	
	CBDF		Herman Street Pit
	Delano Pond		L Street Pond
	Fairfield Pond 1		

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Herman Pond Parcels
Ground Disturbance Map

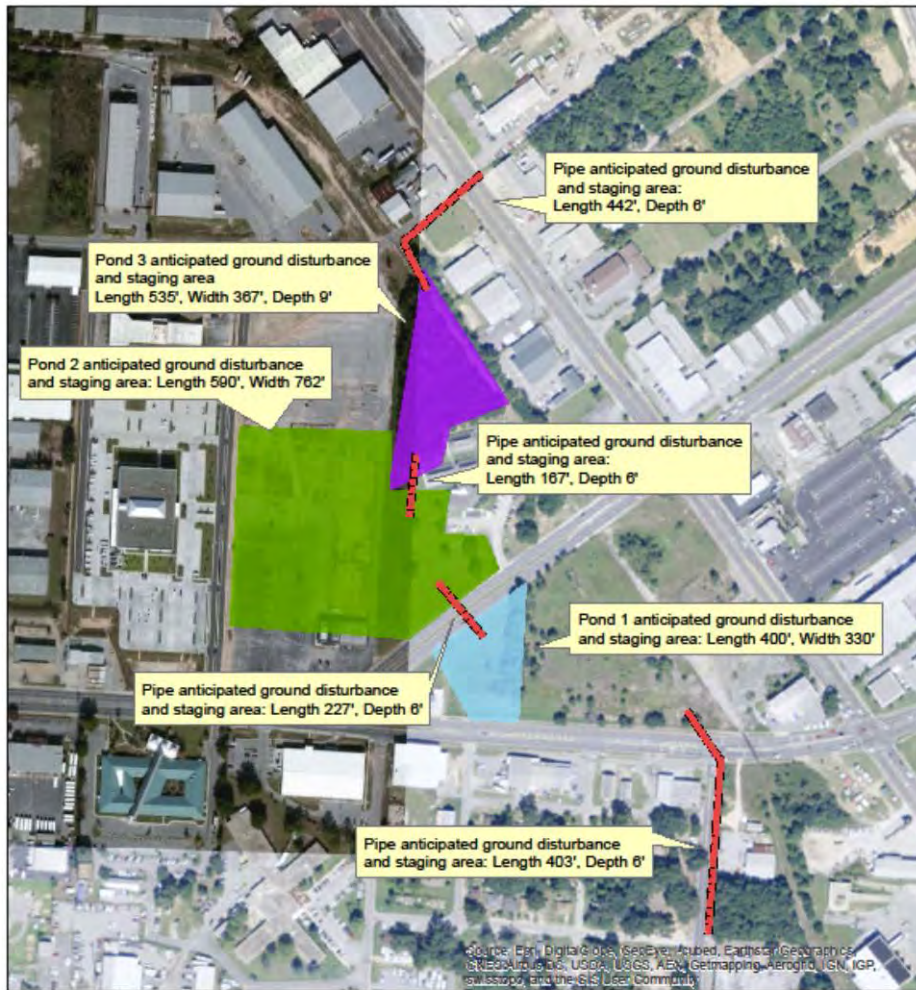
Map Created 5/1/2015
by ARCADIS-US.



Legend	
Proposed Pipes	Fairfield Pond 2
Delano Project Sites	Fairfield Pond 3
ProjectNam	Herman Pond
CBDF	Herman Street Pit
Delano Pond	L Street Pond
Fairfield Pond 1	

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Herman Pond Parcels
Ground Disturbance Map

Map Created 5/1/2015
by ARCADIS-US.



Legend			
	Proposed Pipes		
	Fairfield Pond 2		
Delano Project Sites		Fairfield Pond 3	
ProjectNam		Herman Pond	
	CBDF		Herman Street Pit
	Delano Pond		L Street Pond
	Fairfield Pond 1		


Escambia County, Florida
 DR-4177 HMGP Applications
 Delano Street Drainage Improvements
 Fairfield Ponds 1, 2, and 3 Parcels
 062S301001010009
 062S301002000000
 062S301002000001
 Ground Disturbance Map

Map Created 5/1/2015
 by ARCADIS-US.

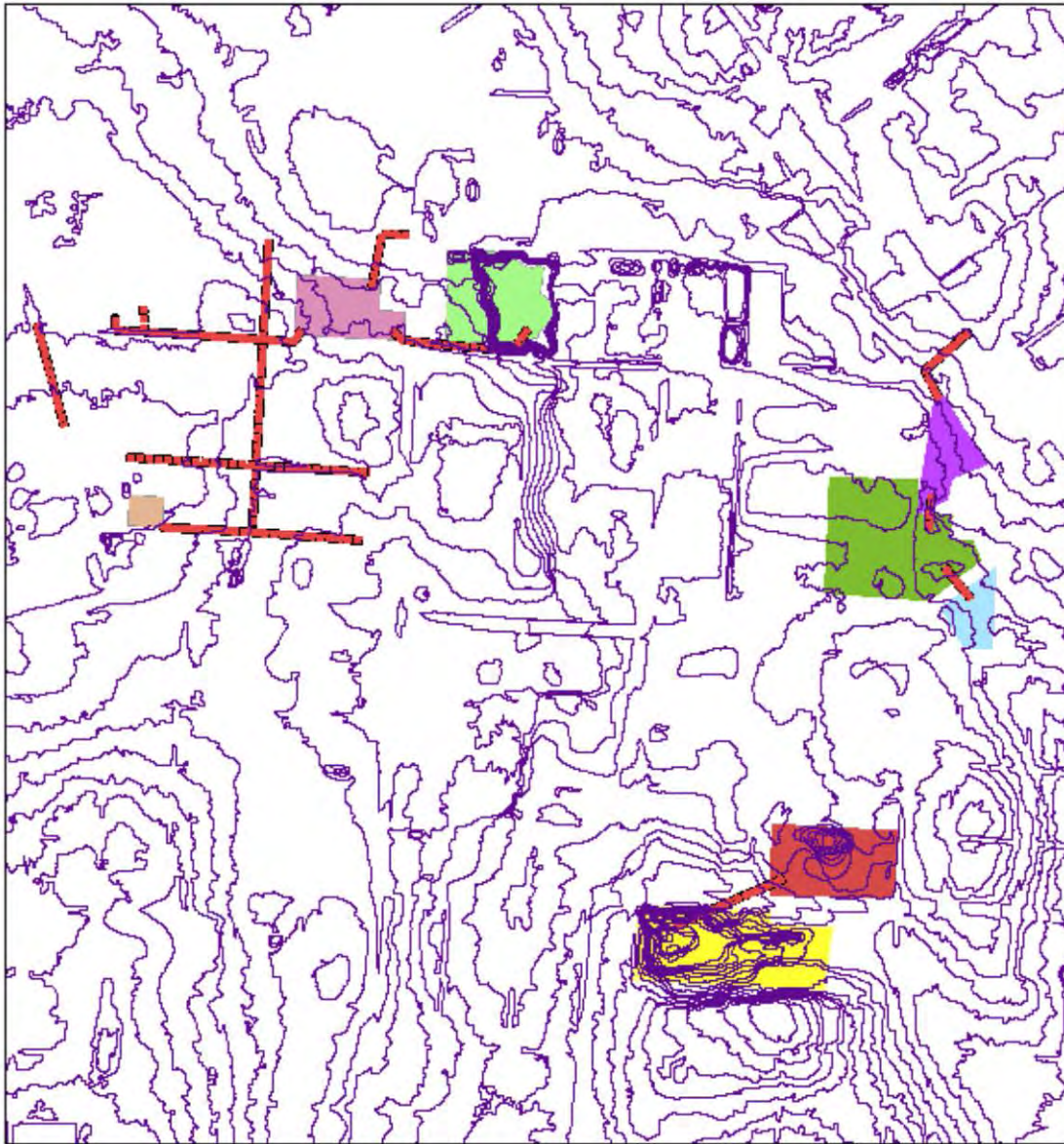


Legend	
	CBDF and L Street Parcel
	Proposed Pipes

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
CBDF and L Street Pond Parcel
172S305016000002
and Anticipated Ground Disturbance



Map Created 11/6/2014 by ARCADIS-US.

SHPO Attachment D: Delano Street Drainage Improvements Proposed Project Topo Map



Legend	
Topographic Contours	Fairfield Pond 1
Proposed Pipes	Fairfield Pond 2
Delano Project Sites	
CBUF	Fairfield Pond 3
Delano Pond	Herman Pond
	Herman Street Pit
	L Street Pond

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Alternative D: 100-Year Flood
2-ft Contour Topo Map: 1:8,000 Scale



Map Created 5/1/2015
by ARCADIS-US.

SHPO Attachment D: Site Photographs

Delano Pond

Aerial



South looking North



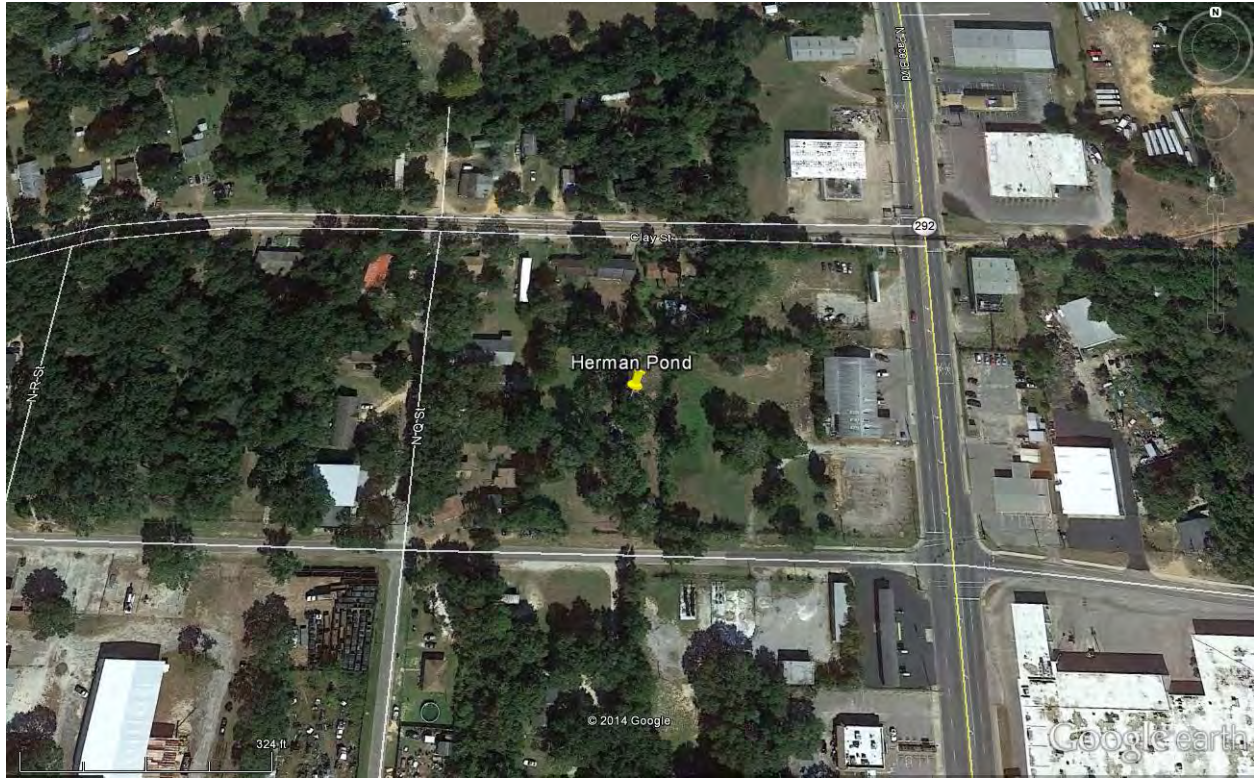
North looking South



*Structures seen in photo are not part of the project area.

Herman Pond

Aerial



South looking North



Herman Street Pit

Aerial



South looking North



Southeast looking Northwest (down W Herman Street)



Fairfield Pond 1

Aerial



South looking North



North looking South



Fairfield Pond 2

Aerial



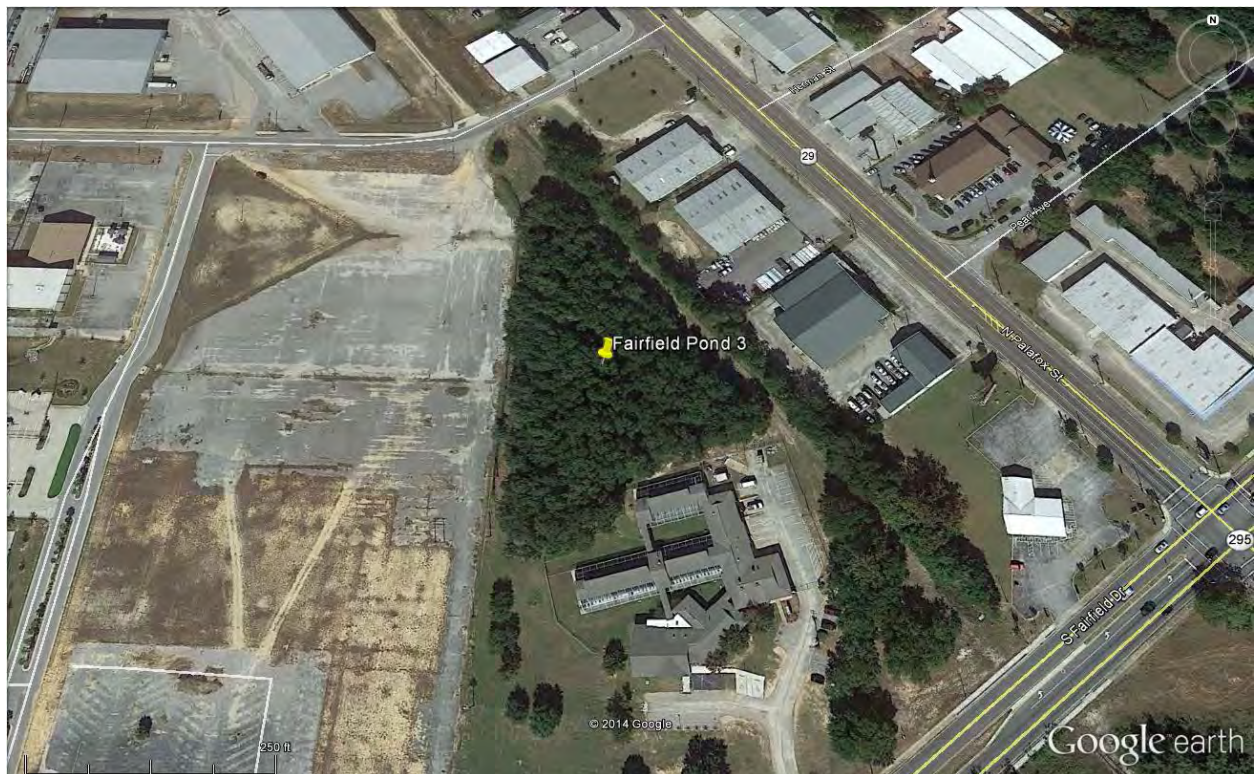
North looking South



Additional Photos

Fairfield Pond 3

Aerial



Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

To:

Harry T. Gibson
Floodplain Administrator
Escambia County, Florida
3363 West Park Place
Pensacola, Florida 32505

Subject: Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Floodplain Manager Coordination

Mr. Gibson,

Escambia County is currently working to develop mitigation applications for FEMA's HMGP grant program. At this time, the County would like to inform you of the intent to pursue a flood mitigation project known as the Delano Street Drainage Improvements. The proposed mitigation project will modify existing stormwater facilities and infrastructure in addition to acquiring and improving new sites to increase and add to the existing stormwater capacity within the drainage area. The project will undergo FEMA review, and if funded will be permitted by local building officials and must be conducted in accordance with all floodplain management regulations. Escambia County requests your concurrence with the submittal of these applications. Attachments are provided to assist with your review. At this time, there is no evidence to indicate that this drainage improvement projects will negatively impact the floodplain. Please respond to CaCurb@Co.Escambia.fl.us at your earliest convenience. Should you have any questions or concerns, please do not hesitate to contact me at 850-595-3419.

Sincerely,

(Sign here)

Date:
November 7, 2014

Contact:
Chris Curb
Escambia County
Engineering Manager –
Stormwater

Phone:
850-595-3419

Email:
CaCurb@Co.Escambia.fl.us

Attachment A: Delano Street Drainage Improvements Project Scope of Work

The Delano Street Study (DSS) area in Escambia County, Florida is characterized by substantial urban development with a small percentage of pervious area and potential locations for stormwater retention. The study area is more residential/mixed-use in nature while the areas downstream consist of urban development. In the past, structures in the DSS have experienced flooding as high as two feet above finished floor elevations. The most recent 2014 event, for which disaster this HGMP application is eligible, resulted in widespread flooding that produced sinkholes, cut roads in half, and necessitated water rescue missions for survivors. Elevation contours show that the topography in the DSS is relatively high with decent relief; however historic flooding patterns and modeling results verify that flooding in the area is caused a combination of a lack of conveyance and storage capacity. Currently, the area relies mostly on overland flow and flow along the edge of pavement and roadside swales instead of a storm sewer system to collect and convey storm water.

The proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add to the existing stormwater capacity within the drainage area. All sites and improvements presented below are collectively known as the Delano Street Drainage Improvement Project, and were modeled in conjunction with one another. Construction of the project is planned in two phases (acquisition/demolition and construction) although necessary work at each site may be initiated and conducted in parallel from a timing perspective. Each site included in the project is listed below with a brief explanation of the scope of work. Traffic and erosion control will be required at all sites to perform the scope of work as stated. This project is intended to mitigate future flood losses, and is supported by the 2013 State of Florida Enhanced Hazard Mitigation Plan and Escambia County's Local Mitigation Strategy.

DELANO POND AND AREA DRAINAGE SYSTEM: This is a small 0.62 acre County-owned site located on Delano Street. This pond site will provide a location to convey stormwater in an area where little to no conveyance systems are in place. The existing structure will be demolished. Mitigation activities at this site: clearing and grubbing; excavation; sodding; and installation of chain link fence.

HERMAN POND AND AREA DRAINAGE SYSTEM: This is a 2.9 acre parcel located on Herman Street northwest of the intersection with Pace Boulevard. The County is in the final stages of the acquisition of the last remaining parcel which comprises the 2.9 acres. Acquisition is scheduled to be complete within one month of the date of this application. This pond will serve the area north of Delano Street which experiences frequent flooding. A portion of the stormwater from the Pace Boulevard drainage system will also be routed through this pond reducing the pressure to the Herman Pit (discussed below) also improving downstream timing. The stormwater from Pace Boulevard will be intercepted at the corner of Pace Boulevard and Clay Street and will be diverted through newly installed piping heading west along Clay Street and turning south into the Herman Pond. The outfall of Herman Pond into the Herman Street Pit will flow through newly installed piping which will head east along Herman Street. New piping will be added along the length of Q Street beginning at Clay Street heading south and ending at Delano Street. Mitigation activities at this site include: clearing and grubbing; excavation; installation of 18", 24", and 36" reinforced concrete pipe; 10 manholes; 18" and 36" mitered end sections; multiple ditch bottom inlets; and ties to existing infrastructure. In addition, swales and miscellaneous grading and fill, sodding, mailbox relations, concrete driveways and roadway cut and patch will be necessary for project completion. Improvements at this location will require work in Florida Department of Transportation

(FDOT) right-of-way on Pace Boulevard. Chain link fencing will also be installed for safety and security purposes at the Herman Pond site.

EXISTING HERMAN PIT IMPROVEMENTS: The existing Herman Pit is a County-owned site, formerly owned by FDOT and was never designed as a stormwater management facility. Still, several acres of stormwater are routed there. The current pond lacks substantial stormwater capacity for an area its size due to the fact that it is covered in trees, vegetation, and holds water year round. Based on geotechnical investigation performed at the site, the pond currently holds water due to an impermeable layer at the pond bottom. Borings near the pond show that seasonal high water table is below the standing water elevation in the pond, confirming that there is a confining layer at the pond bottom. This could be caused by years of vegetative debris, silting, or a layer of poorly draining soil in the pond bottom. Further geotechnical investigation is recommended to determine if gaining additional capacity by deepening the pond is a potential option. Project upgrades to the existing site include clearing and grubbing to the existing pit limits, grading, excavation, and providing a formal outfall structure in order to formalize the pit as a functioning stormwater pond. Additionally, the pond will be expanded on the 2.0 acres located immediately west of the pond, giving the pond a square shape with expansion from the current 4.0 acre footprint to a 6.14 acre footprint while more than doubling the current capacity. Conversion to a pond site, expansion, and improved function is the goal for this site. The Herman Pit outfalls into the L Street system which outfalls to the south into the L Street Pond.

PROPOSED FAIRFIELD POND 1: This is a 1.3 acre site bounded by Fairfield Drive, Texar Drive, and open property to the east. Fairfield Pond 1 would be connected to Fairfield Pond 2 by a 24" equalizer pipe, essentially providing additional capacity to Fairfield Pond 2. The 60" Fairfield Drive system routed to Fairfield Pond 2 and the Palafox System to Fairfield Pond 3 would both flow through Pond 1 upon reaching their design capacity. The pond is proposed to discharge into the E Street System via a 24" outfall pipe with the water entering that system with no increase in outfall capacity diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. The Fairfield Pond 1 site is made up of the south end of one parcel. The parcel is divided by Fairfield Drive and the north end of that parcel would be utilized for Fairfield Pond 2. The parcel is currently for sale for \$600,000, however, the price has not been negotiated or appraised for actual value. The last sale price was \$180,000 in 2005. The parcel has undergone phase I & II environmental site assessments. It was determined that the site contains a trace amount of metals, such as lead, and arsenic at specific locations on the parcel. The County plans to fully assess, delineate, and clean up the contaminated soils as required prior to pond construction.

PROPOSED FAIRFIELD POND 2: This is a 7.72 acre site located south and west of the County Animal Shelter along Fairfield Drive and across the street from proposed Fairfield Pond 1. This pond will receive overflow from the proposed Fairfield Pond 3 to be located north of the Animal Shelter. The existing 60" pipe on Fairfield Drive will be cut off and routed to outfall into Fairfield Pond 2, diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. Fairfield Pond 2 will be connected to Fairfield Pond 1 through a 24" equalizer pipe and ultimately outfall through Fairfield Pond 1 outfall. The Fairfield Pond 2 site is made up of the northern part of the parcel which makes up Pond 1 and three other parcels located west of the Animal Shelter. The portion associated with Fairfield Pond 1 is currently for sale as discussed in the Pond 1 description. The parcels west of the Animal Shelter make up the majority of the site and are

currently for sale for \$1.37 million (\$250,000 per acre), however the price has not been negotiated or appraised for actual value. The sale price is consistent with sale prices of surrounding property from the same property owner.

FAIRFIELD POND SITE 3: This is a 1.7 acre County-owned site is part of the County Animal Shelter site located north of the Animal Shelter facility to Herman Street. This pond will partially intercept flow from the Palafox drainage system which serves Palafox Street north of Herman Street to the basin limits. This flow will be intercepted through newly installed piping beginning at the intersection of Palafox and Herman Street heading southwest and then turning southeast into Fairfield Pond 3. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 30" reinforced concrete pipe and mitered end sections; sodding; installation of an outfall structure and 2 manholes; and necessary ties to existing infrastructure. Coordination with the FDOT will be necessary to modify stormwater infrastructure under Herman Street requiring roadway cut and patch work. Chain link fencing will be installed around the perimeter of the site for safety and security purposes.

SHERIFF'S DEPARTMENT CENTRAL BOOKING AND DETENTION FACILITY (CBDF): This is a 4.7 acre County-owned site at the current location of the CBDF across the street from the existing L Street Pond. This site is currently made up of the County jail facility and surrounding parking areas. The county is completing a study to determine if the site will have a future use associated with the Sheriff's Department. Should the facility be relocated and existing structure(s) demolished a pond site will be developed. Relocation and demolition activities are not part of this application. This pond will be connected to the L Street Pond with an equalization pipe. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 18" and 36" reinforced concrete pipe; sodding; installation of multiple ditch bottom inlets; one smart box; removal of existing pipe and necessary ties to existing infrastructure.

L STREET POND IMPROVEMENTS: This is an existing County-owned pond site located on the southeast corner of Leonard Street and L Street adjacent to the County-owned Englewood Park site. The pond currently receives stormwater flow from all the areas upstream in the study area before outfalling into the E Street system. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 24" reinforced concrete pipe; sodding; installation of a manhole; modifications to the outfall; and necessary ties to existing infrastructure. In addition, the L Street pond improvements consist of lowering the Englewood Park football field adjacent to the pond. The existing pond berms will be re-graded to 3H:1V side slopes to add capacity.

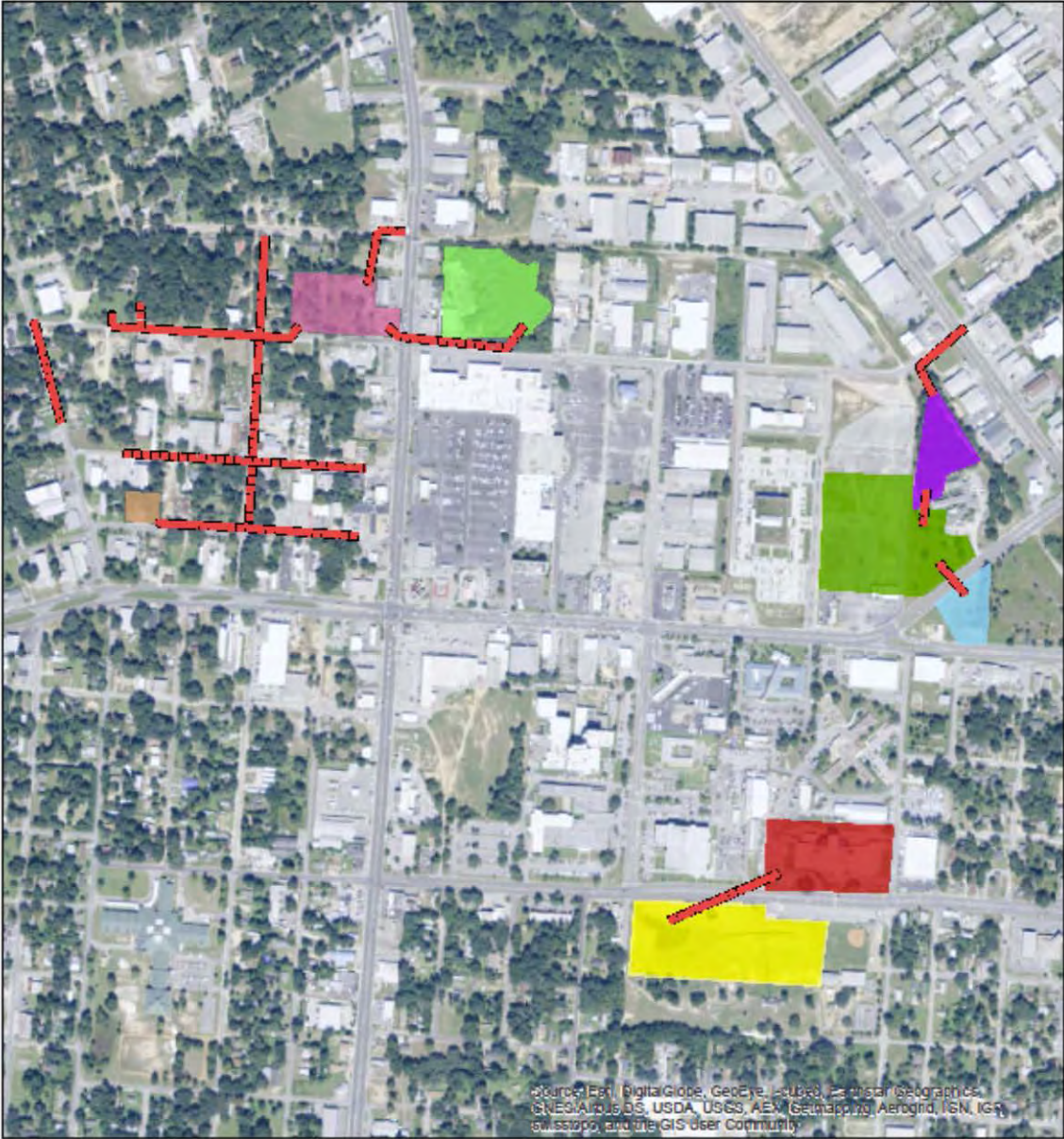
Attachment B: Proposed Project Site Information










Escambia County, Florida Delano Street Drainage Improvements Proposed Project Site Information				
Pond	Delano	Herman	Herman Pit	L Street
Street Address	2420 W Delano St	2208 W Herman 2112 W Herman	Town Street 416 W Herman 450 W Herman	1200 W Leonard
City	Pensacola	Pensacola	Pensacola	Pensacola
Zip Code	32502	32505	32505	32501
Section-Township-Range	S9-T2S-R30W	S9-T2S-R30W	S8-T2S-R30W	S17-T2S-R30W
Latitude	30.4466171290001	30.449633368	30.4496020930001	30.440789459
Longitude	-87.243663347	-87.241158394	-87.237975413	-87.2353449519999
Tax Parcel ID(s)	09-2S-30-1100-000-084 09-2S-30-1100-000-087	09-2S-30-1100-001-173 09-2S-30-1100-000-173 09-2S-30-1100-000-172	08-2S-30-3001-003-001 08-2S-30-3001-001-001 09-2S-30-1100-000-196 09-2S-30-1100-003-196	17-2S-30-5016-000-002
Flood Zone	X	X	X	X
Ground Elevation (ft.)	108	114	65-84	98

Escambia County, Florida Delano Street Drainage Improvements Proposed Project Site Information			
Pond	Fairfield 1	Fairfield 2	Fairfield 3
Street Address	3241 N Palafox Fairfield at Texar	Fairfield at Texar 1412 W Fairfield	200 W Fairfield Dr
City	Pensacola	Pensacola	Pensacola
Zip Code	32501	32501	32501
Section-Township-Range	S6-T2S-R30W	S6-T2S-R30W	S6-T2S-R30W
Latitude	30.4457348830001	30.4460659770001	30.4477076250001
Longitude	-87.229783166	-87.231325733	-87.23126585
Tax Parcel ID(s)	06-2S-30-1001-010-009	06-2S-30-1002-000-000 08-2S-30-1000-000-050	06-2S-30-1002-000-001
Flood Zone	X	X	X
Ground Elevation	98	95	104


Escambia County, Florida Delano Street Drainage Improvements Proposed Project Site Information			
Proposed Pipe	Southern Coordinates	Northern Coordinates	Length
Herman Pond Pipe 1	30.4463447438162, -87.2421749628104	30.4503581094883, -87.2420332604918	1,500 F
Herman Pond Pipe 2	30.4497381264743, -87.2403857900238	30.4504712906509, -87.2398137583839	436 F
Herman Pit Pipe 1	30.4491635464612, -87.240052260969	30.449224390006, -87.2378966463988	798 F
Fairfield Pond 1 Pipe 1	30.4456911761344, -87.2307674958968	30.4461092547573, -87.2311924091663	227 F
Fairfield Pond 2 Pipe 1	30.4466257361447, -87.2314691531568	30.4471137571197, -87.2314289820913	167 F
Fairfield Pond 3 Pipe 1	30.4484283980774, -87.2313677552036	30.4493546839201, -87.2308964846999	442 F
CBDF Pipe 1	30.4410962458584, -87.2353550483638	30.4417891053643, -87.2336172503552	635 F

Attachment C: Delano Street Drainage Improvements Proposed Project Aerial



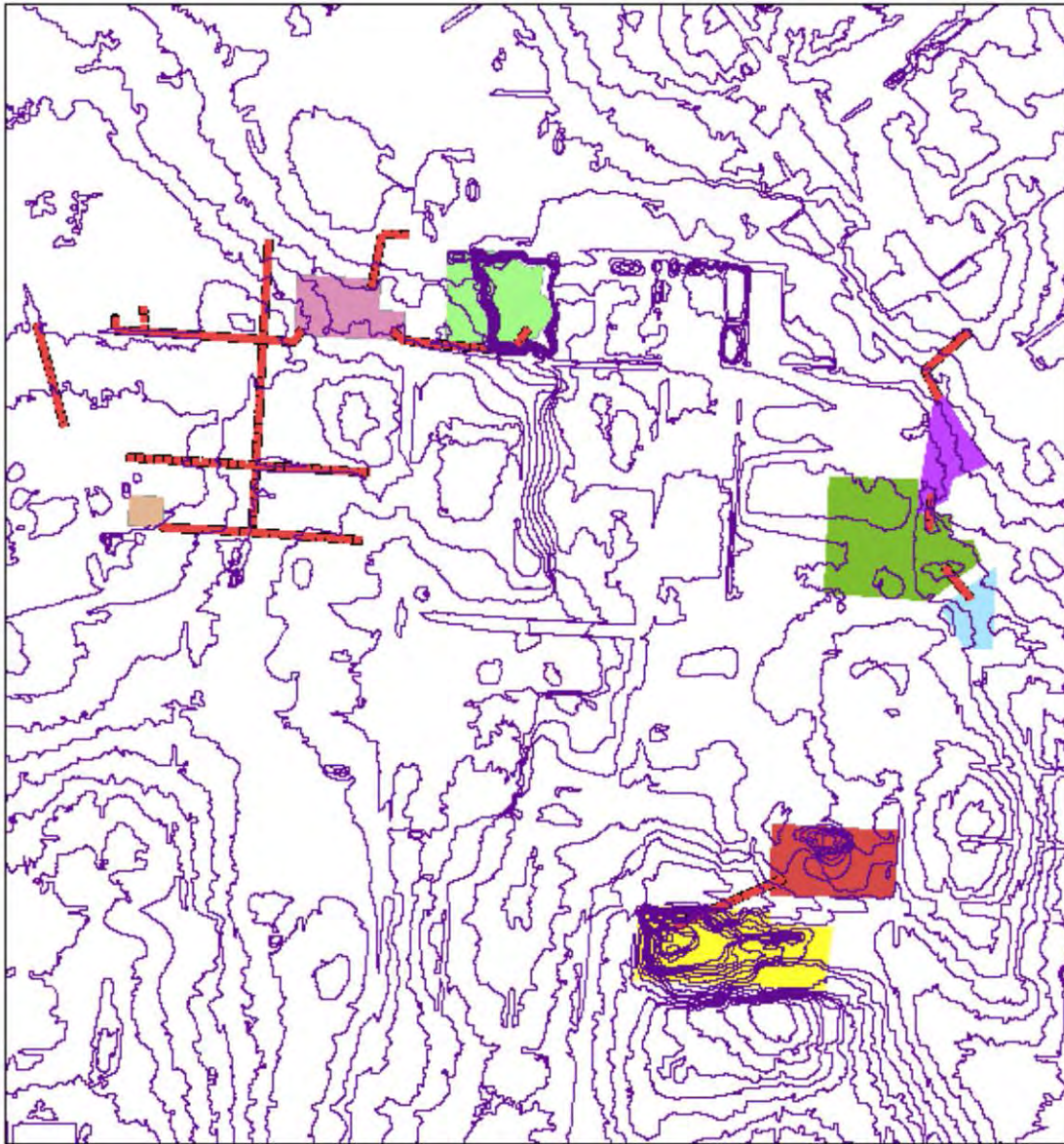
Legend	
	Proposed Pipes
	Fairfield Pond 2
Delano Project Sites	 Fairfield Pond 3
ProjectNam	 Herman Pond
	CBDF
	Herman Street Pit
	Delano Pond
	L Street Pond
	Fairfield Pond 1

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Alternative D: 100-Year Flood
Aerial Map: 1:8,000 Scale



Map Created 5/1/2015
by ARCADIS-US.

Attachment D: Delano Street Drainage Improvements Proposed Project Topo Map

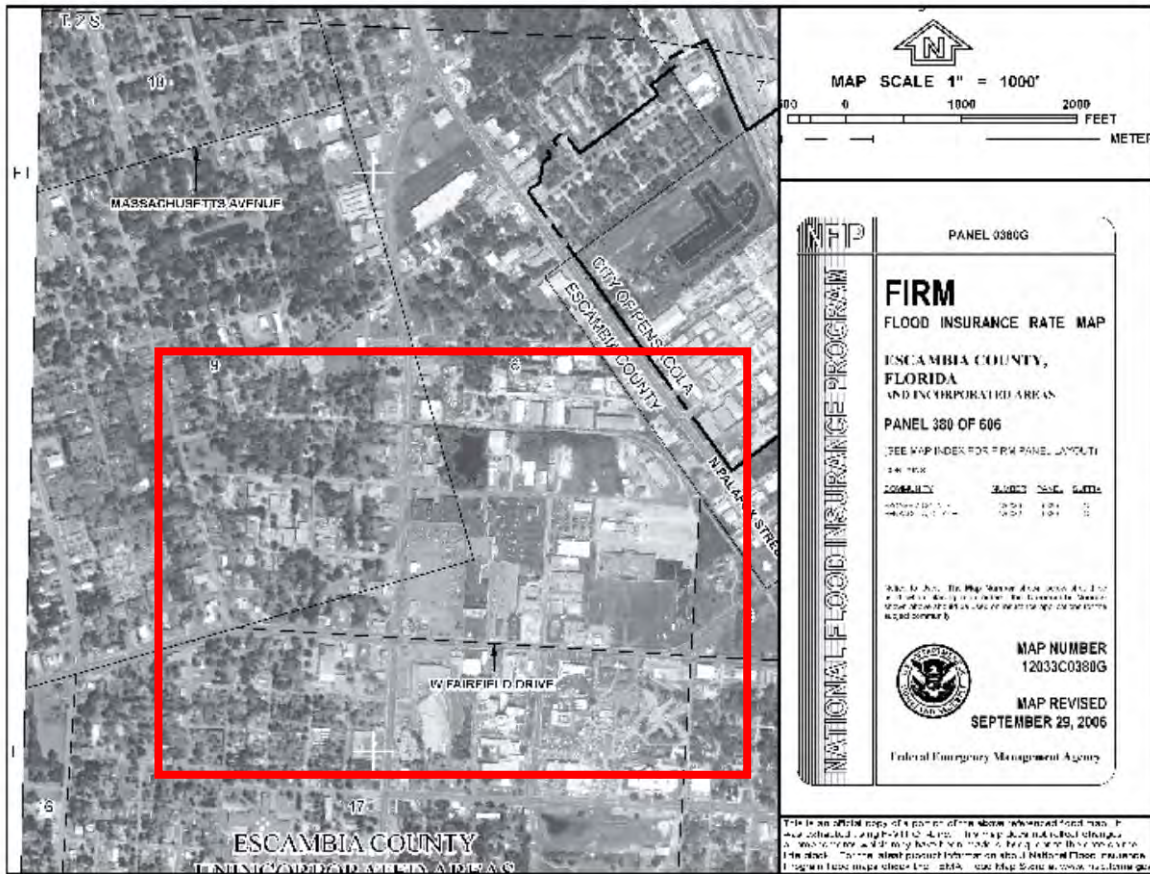


Legend	
Topographic Contours	Fairfield Pond 1
Proposed Pipes	Fairfield Pond 2
Delano Project Sites	
CBUF	Fairfield Pond 3
Delano Pond	Herman Pond
	Herman Street Pit
	L Street Pond

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Alternative D: 100-Year Flood
2-ft Contour Topo Map: 1:8,000 Scale

Map Created 5/1/2015
by ARCADIS-US.

Attachment E: Marked Flood Insurance Rate Map



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Delano Street Drainage Improvements

Required Documents for Property Acquisition

Homemowner Voluntary Interest Notice

Duplication of Benefits

Declaration and Release

Statement of Participation for Property Acquisition

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Notice of Voluntary Interest

**Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice**

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed..

Property Address: 416 W HERMAN ST
pens FL 32505

Owner(s) Mailing Address: 450 W HERMAN ST

Owner(s) Name(s): ROCKY BAZINET JR

Contact Telephone Number: 850-346-3096

Contact Email Address: ROCKY.BAZINET@ATT.NET
ROCKY COLLISION@BELLSOUTH.NET

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the State nor the Escambia County will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Rocky Bazinet Jr
Owner's Signature

2-20-15
Date

Owner's Signature

Date

Owner's Signature

Date

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).

In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No X

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is \$ None

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.

Have you received ICC payments? NO

If so, how much ICC funds have you received? N/A

Do you plan on receiving ICC payment? _____

If so, how much ICC funds do you plan on receiving? _____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: None

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: None

Owner Name:

Property Address:

ROCK R BAZINET JR

416 W. HERMAN ST

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

[Signature] _____

Signed

Signed

Date 2-20-15

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
DECLARATION AND RELEASE

O.M.B. No. 1660-0002
 Expires August 31, 2013

DECLARATION AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification. Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- I am a citizen or non-citizen national of the United States.
- I am a qualified alien of the United States.
- Print full name and age of minor child: I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

- * Only one application has been submitted for my household.
- * All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
- * I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME (print) ROCK R BAZINET JR	SIGNATURE <i>Rock R Bazinet Jr</i>	DATE OF BIRTH 8-16-57	DATE SIGNED 2-19-13
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY 416 W HERON ST	CITY PEAS	STATE FL	ZIP CODE 32507

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) NOTE: Do not send your completed form to this address.

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address:

Fairfield Properties LLC
1412 Fairfield Dr.

Owner(s) Mailing Address:

Owner(s) Name(s):

Fairfield Properties LLC
Doug Halford, Managing Partner

Contact Telephone Number:

850-572-2301

Contact Email Address:

doughalford@gmail.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.


Owner's Signature

4.16.15
Date

Owner's Signature

Date

Owner's Signature

Date

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

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In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No _____ *None*

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is \$ _____ *None*

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.

Have you received ICC payments? NO

If so, how much ICC funds have you received? N/A

Do you plan on receiving ICC payment? NO

If so, how much ICC funds do you plan on receiving? N/A

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: N/A

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: N/A

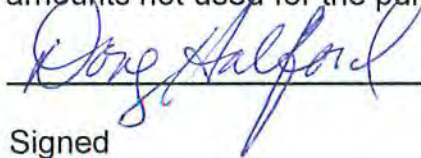
Owner Name:

Fairfield Drive Properties LLC

Property Address:

1412 Fairfield Drive
Pensacola, FL. 3250

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.



Signed

Signed

Date 4-16-15

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATION AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

I am a citizen or non-citizen national of the United States.

I am a qualified alien of the United States.

Print full name and age of minor child: I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

- * Only one application has been submitted for my household.
- * All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
- * I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME (print) <i>Doug Halford</i>	SIGNATURE <i>Doug Halford</i>	DATE OF BIRTH <i>3.4.43</i>	DATE SIGNED <i>8.16.15</i>
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

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Delano Street Drainage Improvements

Required Documents for Sub-Applicant

Maintenance Agreement

Assurances - Construction Programs

Certifications Regarding Lobbying; Debarment, Suspension and Other
Responsibility matters; and Drug-Free Workplace Requirements

Model Statement of Assurances for Property Acquisition Projects

FEMA Model Deed Restriction

HMGP Pre-Award Cost Request Form

FFATA Project File Form

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Section V. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

The Escambia County, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Subgrantee’s maintenance responsibilities following project award and to show the Subgrantee’s acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____ the duly authorized representative
(printed or typed name of signing official)

(title)

this _____(day) of _____(month), _____(year).



Signature* _____

****Please note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <div style="text-align: right;">  </div>	<p>* TITLE</p> <div style="background-color: yellow; height: 20px; width: 100%;"></div>
<p>* APPLICANT ORGANIZATION</p> <div style="background-color: yellow; height: 20px; width: 100%;"></div>	<p>* DATE SUBMITTED</p> <div style="border: 1px solid black; padding: 2px;"> <p>Completed on submission to Grants.gov</p> </div>

SF-424D (Rev. 7-97) Back

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

*O.M.B. No. 1660-0025
Expires July 31, 2007*

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

 Standard Form-LLL "Disclosure of Lobbying Activities" attached (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its recipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public 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 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 had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distributions
- (b) Establishing an on-going 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 to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring on the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar 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, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an 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).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

3363 W Park Place
Pensacola, Florida 32505

Check If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

SIGN HERE

Model Statement of Assurances for Property Acquisition Projects

SEND THIS STATEMENT OF ASSURANCES ATTACHED WITH THE PROJECT APPLICATION, OR SEND TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY AT THE TIME OF APPLICATION.

NOTE: If you have questions regarding any of these assurances, please consult the program guidance and contact the sponsoring agency.

Name of Applicant: Escambia County, Florida

As the duly authorized representative of the sub-applicant, I certify that the sub-applicant:

1. Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the Sub-applicant will not use its eminent domain authority to acquire their property for the project purposes should negotiations fail;
2. Will ensure each property owner will be informed, in writing, of what the Sub-applicant considers to be the fair market value of the property. The Sub-applicant will use the Model Statement of Voluntary Transaction to document this and will provide a copy for each property after award;
3. Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The Sub-applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction.
4. Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;
5. Will demonstrate that it has consulted with the US Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;
6. Will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the Federal aid systems are under consideration that will affect the subject property;
7. Will remove existing structures within 90 days of settlement;

8. Post grant award, will ensure that a property interested is conveyed only with the prior approval of the FEMA Regional Director and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14;
9. Will submit every three years to the Grantee, who will then submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Grantee and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and
10. Will not seek or accept the provision of, after settlement, disaster assistance for any purpose from any Federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified assurances and certifications.

Type Name of Authorized Agent Title

Signature

Date Signed



FEMA Model Deed Restriction

Hazard Mitigation Assistance (HMA) Programs

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A. Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between _____ (property owner) participating in the federally-assisted acquisition project ("the Grantor") and _____ County Board of County Commissioners, ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the State of _____ has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated _____ with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in _____ County, and _____ County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the _____ County Board of County Commissioners, acting by and through the _____ County Board of County Commissioners, has applied for and been awarded federal funds pursuant to an agreement with the State _____ dated _____ ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the

State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement.

This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on _____, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

HAZARD MITIGATION ASSISTANCE PROGRAM PRE-AWARD COST REQUEST FORM

To request Pre-Award Costs, please complete this form and submit with your project application. All ELIGIBLE pre-award costs are subject to an approved grant award and availability of funding. If funding is not available or the project is not approved, pre-award costs will NOT be reimbursed and will be the sole responsibility of the applicant. If your project is approved and pre-award costs are eligible, the costs share for the reimbursement of these activities up to 75/25 split.

Program: Hazard Mitigation Grant Program DR-4177

Name of Applicant: Escambia County, Florida

Project Title: Delano Street Drainage Improvements

Start Date for Pre-Award Activities:

*Pre-award costs associated with this request incurred prior to the date of declaration are NOT eligible. These costs include: study or research to plan project, engineering, modeling, permitting or environmental study. **These costs must be reflected as a line item in the project budget.** Construction costs should NOT be included. Construction activities may NOT begin until after a contract has been fully executed with the State for this project.*

Activity	Estimated Cost	Estimated Start Date
Application Development	\$33,582.62	November 2014

Point of Contact Information:

Name: Chris A Curb **Title:** Stormwater Engineering Manager

Agency: Escambia County, Florida Engineering Division

Address: 3363 W Park Place Pensacola, Florida 32505

Phone: 850-595-3419 **Email:** Chris_Curb@myescambia.com

Authorized Applicant Agent:

Name: _____ **Title:** _____

Signature:: _____ **Date:** _____



FFATA Project File Form

(See accompanying FFATA Instructions and Worksheet to complete this form)

<u>PROJECT #:</u>	<u>BUSINESS NAME:</u>
<u>FUNDING AGENCY:</u> FEMA	<u>DBA NAME (IF APPLICABLE):</u>
<u>AWARD AMOUNT:</u> Unknown	<u>PRINCIPAL PLACE OF BUSINESS ADDRESS:</u>
<u>DUNS# :</u>	<u>ADDRESS LINE 1:</u> 3363 W Park Place
<u>DUNS+4#:</u>	<u>ADDRESS LINE 2:</u> Pensacola, Florida
	<u>ADDRESS LINE 3:</u> 32505
	<u>CITY:</u> <u>STATE:</u> <u>ZIPCODE+4**:</u>

PARENT COMPANY DUNS# (IF APPLICABLE):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS):

The proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add capacity within the drainage area. All sites presented below were modeled in conjunction with one another and the improvements identified below. A complete and updated Hydraulic and Hydrologic Study has been completed for the study area and a series of proposed solutions included. Please refer to the attached 2006, 2012, and 2014 Delano Street Improvement Studies and the 2007 Pensacola Bay Basin Study for additional information. The 2014 report provides updated quantities and a cost estimate is attached to this application. Please refer to the "Alternative C Layout" included in the aforementioned 2014 report; additional details are provided in the application attachments. All of the sites listed below are collectively known as the Delano Street Drainage Improvement Project. Construction of the project is planned in four phases although necessary work at each site may be initiated and conducted in parallel from a timing perspective. Each site included in the project is listed below with an explanation of the scope of work. Traffic and erosion control will be required at all sites to perform the scope of work as stated.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY:

STATE:

ZIP CODE+4**:

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported

EXECUTIVE COMPENSATION INFORMATION (please refer to the "Instructions and Worksheet")

Question 1: Yes No

If you answered "No" to Question 1, move to signature.

If yes to Question 1, answer **Question 2:** Yes No

If you answered "Yes" to Question 2, move to signature

If "No" to Question 2, please fill out the following information

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

Date of Fiscal Year Completion: [Click here to enter a date.](#)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____ NAME AND TITLE: _____ DATE: _____



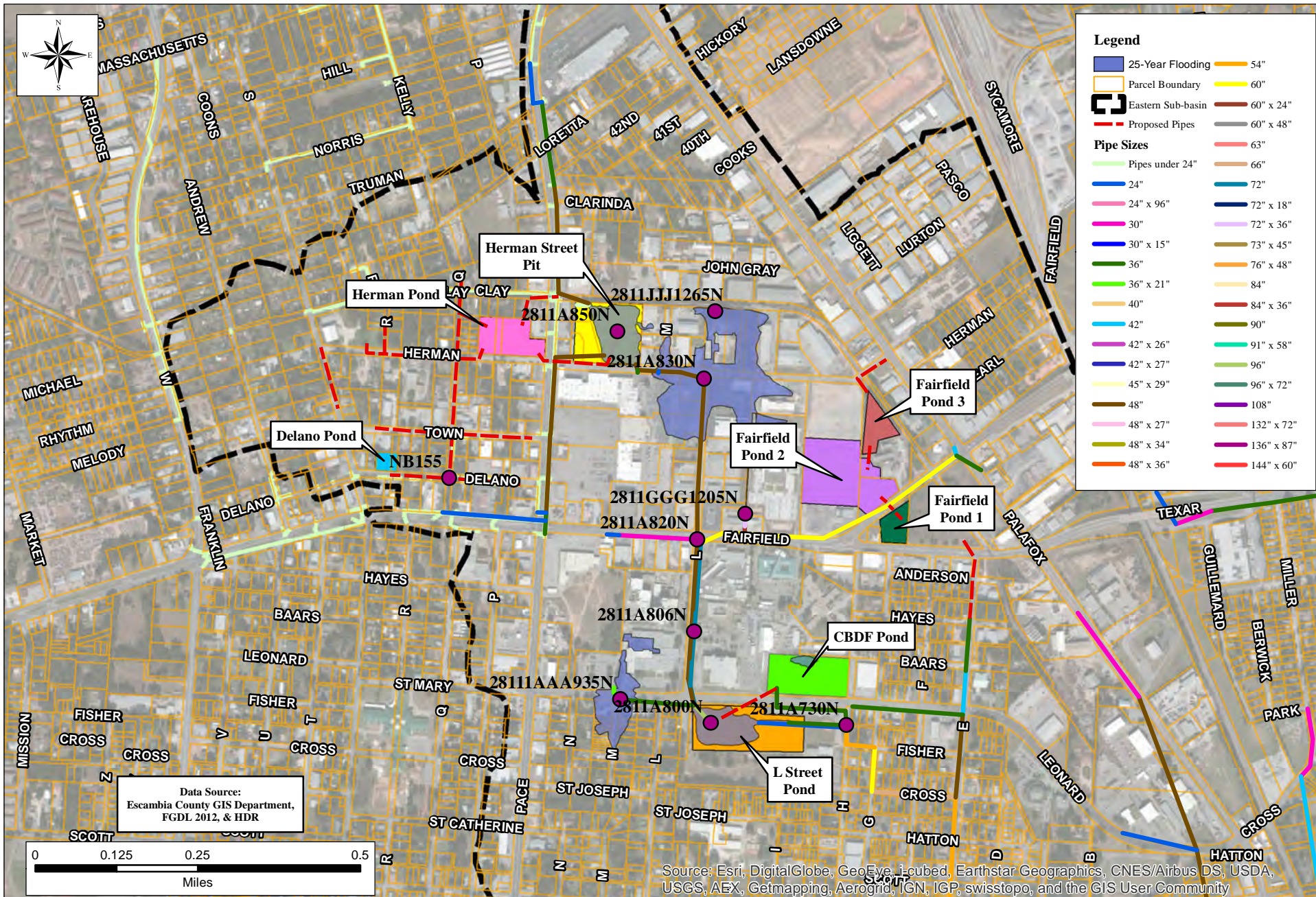
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ESCAMBIA COUNTY, FLORIDA

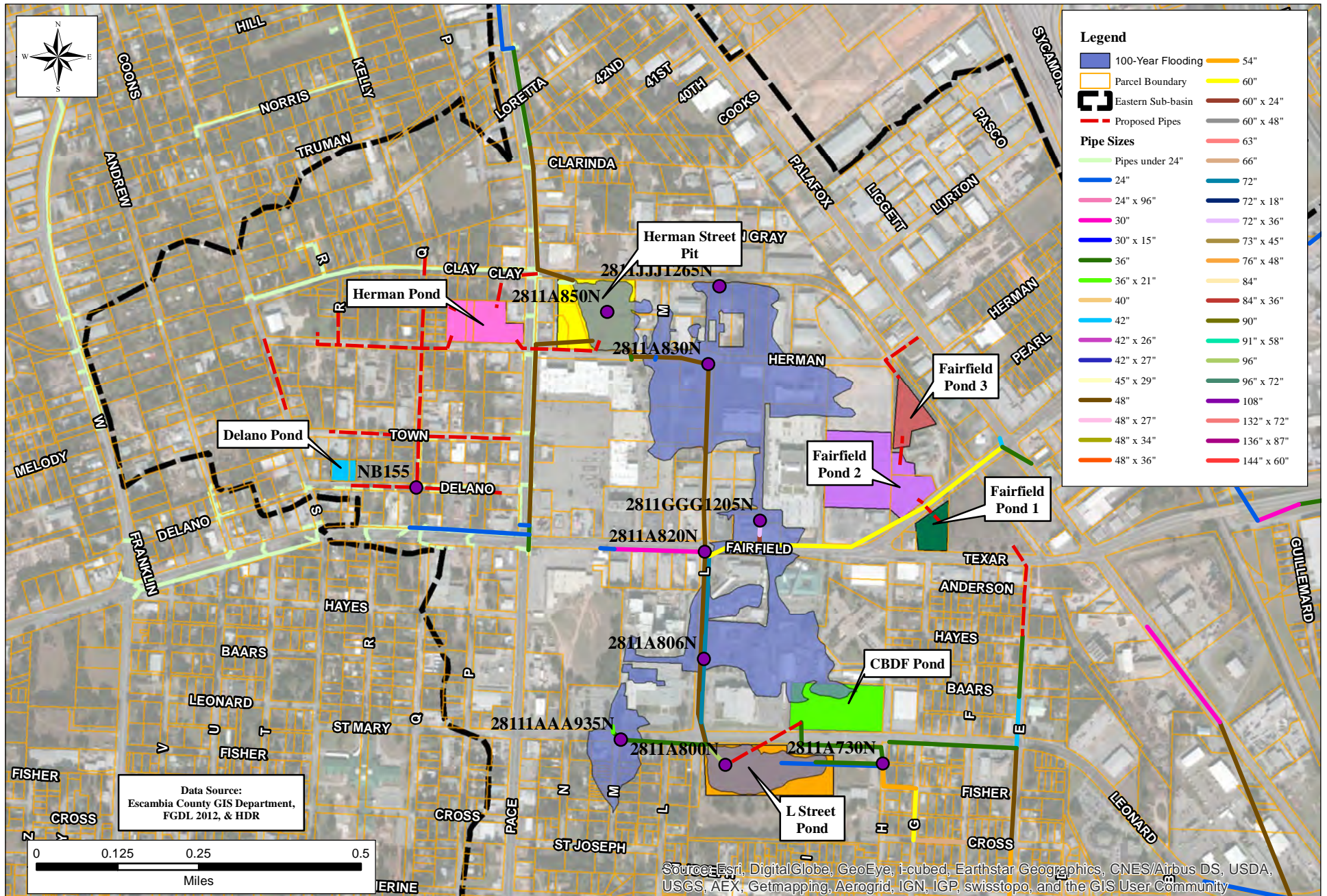


Delano Street Drainage Improvements

2014 H&H Model Results



ALTERNATIVE D PREDICTED STAGES FOR 25 YEAR, 24 HOUR EVENT



ALTERNATIVE D PREDICTED STAGES FOR 100 YEAR, 24 HOUR EVENT

Delano Street Drainage Study Analysis Result Summary

April, 2015

25r/24hr Storm Event				
Node	Description	Warning Stage	Existing	Alt. D
				New preferred alternative
NB155	Delano St @ Q St.	84.34	84.41	82.91
2811A730N	L St pond Outfall @ H Street	70.75	71.03	63.61
2811A800N	L St. Pond	72	72.70	68.21
2811A806N	L Street North of County Sheriff's Office	71.95	73.48	68.55
2811A820N	L St @ Fairfield	73.68	73.54	71.01
2811A830N	Herman St @ L St	70.38	73.61	72.03
2811A850N	Herman St Pit	73	73.65	72.43
2811AAA935N	M St @ St Mary St	70.52	73.63	72.35
2811JJJ1265N	Waterfront Rescue Mission	72.5	73.76	73.11
2811GGG1205N	Ditch west of COC building	73	73.53	68.12

100yr/24hr Storm Event				
Node	Description	Warning Stage	Existing	Alt. D
NB155	Delano St @ Q St.	84.34	85.82	83.95
2811A730N	L St pond Outfall @ H Street	70.75	71.38	66.08
2811A800N	L St. Pond	72	72.82	71.73
2811A806N	L Street North of County Sheriff's Office	71.95	74.17	72.3
2811A820N	L St @ Fairfield	73.68	74.19	72.54
2811A830N	Herman St @ L St	70.38	74.28	72.90
2811A850N	Herman St Pit	73	74.31	73.29
2811AAA935N	M St @ St Mary St	70.52	74.17	72.5
2811JJJ1265N	Waterfront Rescue Mission	72.5	74.28	73.12
2811GGG1205N	Ditch west of COC building	73	74.2	72.83

Proposed Herman Pond 3.3 acres vacant County

Existing Herman Pit Pond 4.4 acres

LEGEND:

- COUNTY-OWNED
- VACANT ACQUISITION
- DEMO ACQUISITION

Herman Pit Pond expansion: 1.64 acres Acq. & Demolition \$354K acquisition for a total of \$372K including demolition

Proposed Pond 3 Animal Shelter Pond Expansion

Fairfield Pond 2: 5.48 acres vacant \$1.37M

Fairfield Pond 1 and part of Pond 2: 3.36 acres vacant \$620K appraisal 2016

Proposed Delano Pond 0.62 acres vacant County

CDBF demolition of County damaged jail and conversion to an ~ 4 acre pond site

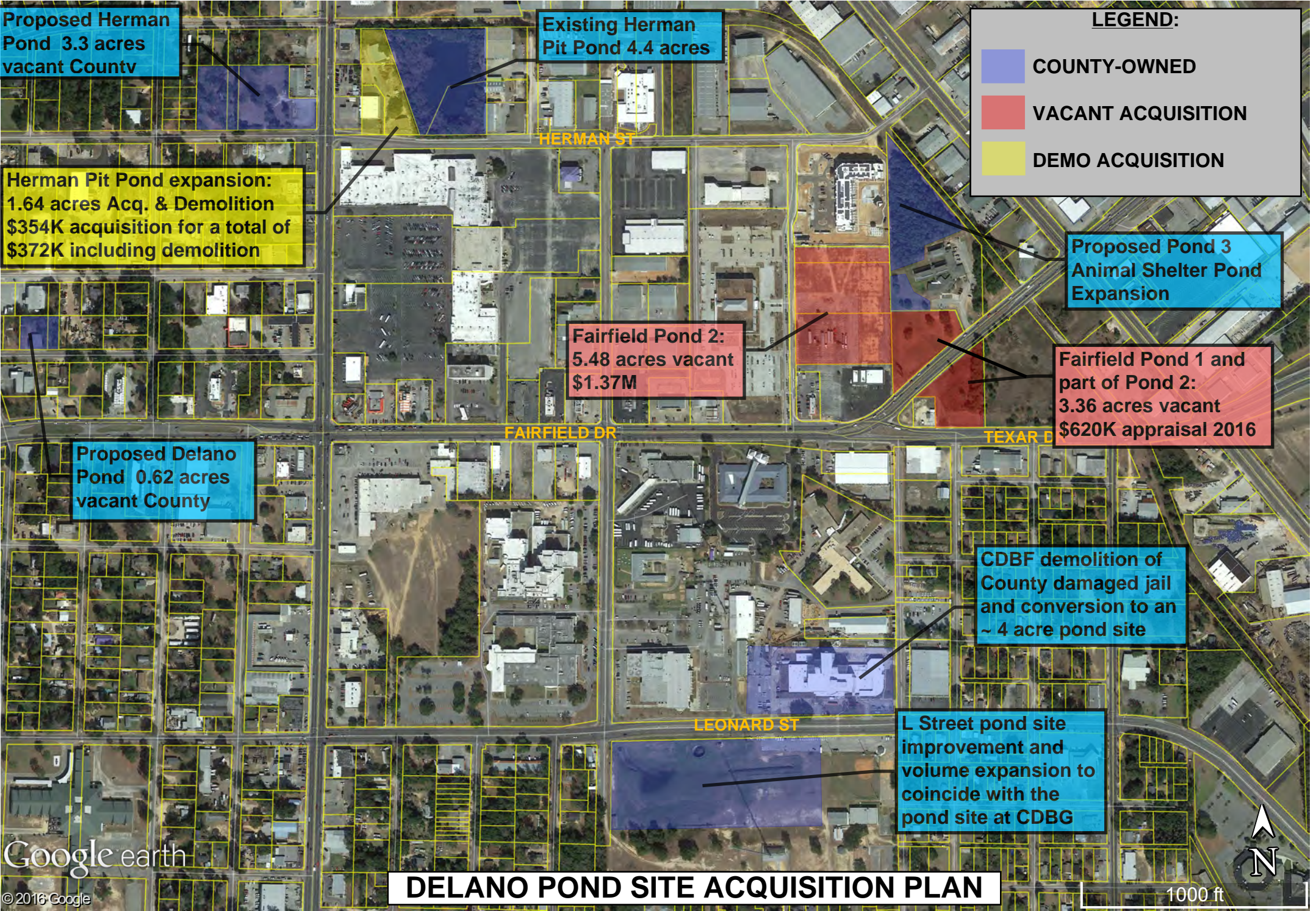
L Street pond site improvement and volume expansion to coincide with the pond site at CDBG

Google earth

© 2016 Google

DELANO POND SITE ACQUISITION PLAN

1000 ft



Chris A. Curb

From: Noel, Velma [Velma.Noel@em.myflorida.com]
Sent: Friday, October 21, 2016 8:59 AM
To: Chris A. Curb
Cc: Ash, Veronica
Subject: 4177-18-R Escambia County Federal Funding Agreement
Attachments: 4177-18-R Contract (10-12-16) (002).pdf

Importance: High

Categories: SAVE

The proposed contract has been forwarded to you electronically, if you are unable to print the attached documentation please contact the staff listed below.

Dear Mr. Curb:

Attached is your copy of the proposed Federal Funding Agreement between Escambia County and the Division of Emergency Management (DEM). Please print two (2) copies of the contract (**NOTE: DO NOT COPY TWO SIDED and PLEASE SIGN IN BLUE INK**). The official representative, as listed below, will need to sign the signature page of each contract. All two (2) copies of the contract should then be sent to my attention at DEM for full execution as soon as possible. One fully executed contract will be returned to Escambia County for its files.

Official Representatives:

County:	Chairman of the Board of Commissioners
City:	Mayor
Indian Tribe:	Chief or President
Water Management District:	Chairman
Non-Profit:	Chairman of the Board

If there is an official that is not listed above who is authorized to sign the contract for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.

ADDITIONAL INSTRUCTIONS: The Federal Funding and Transparency Act (FFATA) forms at the end of the contract **must** be completed and returned with your signed contract. Failure to submit this information could result in a delay in final execution of the contract.

Send two original signed copies to:

Attention: Veronica Ash
Florida Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

If you have questions regarding this contract or who is authorized to sign it, please call Velma Noel, Project Manager @ 407-888-3730.

Regards,

Velma Noel, HMGP Project Manager

Florida Division of Emergency Management

Bureau of Mitigation

Phone: (407) (888-3730)

Address: 2702 Directors Row

Orlando, FL 32809

Velma.noel@em.myflorida.com

www.FloridaDisaster.org

Agreement Number: 17HM-H4-01-27-01-XXX

Project Number: 4177-18-R

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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 Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end September 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

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.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher

Educations, Hospitals, and Other Non-Profit Organizations,” and either OMB Circular No. A-87, “Cost Principles for State, Local and Indian Tribal Governments,” OMB Circular No. A-21, “Cost Principles for Educational Institutions,” or OMB Circular No. A-122, “Cost Principles for Non-Profit Organizations.”

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division.

The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of 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 all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. “Reasonable” shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. “Agents” shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. “Reasonable” shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal

awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the 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 Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA 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 Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures 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 15 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 of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 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, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The 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 A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The 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 Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and 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, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, 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 of 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 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.

(10) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of 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 Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty 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;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty 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 (13) 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 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 limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

4. Require the 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;

(g) 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 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 Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty 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 Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, 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 Recipient with thirty 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 Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division Community Program Manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Division contract manager for this Agreement is:

Ms. Velma Noel, Project Manager
Bureau of Mitigation
Division of Emergency Management
2702 Directors Row
Orlando, Florida 32801-5631
Telephone: (407) 888-3730
Email: velma.noel@em.myflorida.com

(d) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Chris Curb
Engineering Manager – Stormwater
3363 West Park Place

Pensacola, Florida 32505
Telephone: (850) 595-3419
Fax: (850) 595-3444
Email: cacurb@co.escambia.fl.us

(e) 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 as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract 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 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the 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.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) 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:

Exhibit 1 – Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$2,282,115.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. 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 the 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 advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

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 (19) (h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, 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.

(19) 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 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 is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), 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.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory 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 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of 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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. 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 statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. 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
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) 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 Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the 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 Recipient created or received under this Agreement.

(l) If the 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.

(m) 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 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.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(o) All unmanufactured and manufactured articles, material 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.

(20) LOBBYING PROHIBITION

(a) 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

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, and 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The 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.

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.C. 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the 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 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 Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the 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 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 subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The 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

Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: ESCAMBIA COUNTY

By: _____

Name and Title: Grover C. Robinson, IV, Chairman
BOARD OF COUNTY COMMISSIONERS

Date: _____

FEID# 59-6000598

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

Attest: Pam Chlders
Clerk of Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency

By: 

Title: ACT

Date: 10/26/10

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance Number: 97.039
Amount of Federal Funding: \$2,282,115.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
- **OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments**
- **OMB Circular A-87 Cost Principles for State and Local Governments**
- **OMB Circular A-21 Cost Principles for Educational Institutions**
- **OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or “the Act”), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **Title 44 of the Code of Federal Regulations (CFR)**
- **44 CFR Part 80 Property Acquisition and Relocation of Open Space**
- **44 CFR Part 10 Environmental Considerations**
- **44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:

List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
 - **Localized Minor Drainage Improvement**
2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section .400(d) of OMB Circular A-133, as revised, 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 Recipient.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage on Delano Street in Pensacola, Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-18-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Escambia County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

All Phase I activities and deliverables shall be completed and submitted to the Division 30 days prior to September 30, 2017

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient proposes to improve the drainage from John Gray Street to North Palafox Street. Specifically, the project comprehends 3 areas: Area 1, bounded by Delano Street and W. Herman Street to the south; Loretta Street, Clay Street and John Gray Road to the north; by North S Street to the west and N. Pace Blvd. and John Grey St. to the East; Area 2, bounded by N. Leonard Street to the West, North H Street to the East and expanding 500 feet to north and south of W. St. Mary Avenue respectively; and Area 3, Bounded by W. Anderson and W. Fairfield Drive to the south; W. Herman Street to the north; W. Park Plane to the west and N. Palafox to the east. All areas are located in Pensacola, Florida 32505 and 32501.

The scope of work for this project will include two Phases; Phase I shall include survey, studies, designs and permitting for the project as well as negotiations for land acquisition and right-of-way on Pace Boulevard.

Phase II shall include the actual land acquisition and the construction of the project which consists of modifying the existing stormwater facilities and infrastructure to increase efficiency and capacity, and acquire and improve new sites to add capacity within the construction project area that extends from John Gray on the North to W. Cross Street on the South, North Palafox on the East and S. Street on the West.

The completed project shall provide protection against a 50-year storm event.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, land acquisition and right-a-way negotiation, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Notify the public of the intent to locate the proposed action in the floodplain or/and wetland. The notice shall be published at least once in a local newspaper of general circulation. The public shall be given at least fifteen (15) days to comment. The Recipient shall meet federal requirements of notification. Compliance shall be submitted with deliverables.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary all scope of work changes, if any.

1. Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
2. Construction Plans and bid documents;
3. Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
4. Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
5. Copy of Stormwater Pollution Prevention Plan (SWPPP).
6. Copy of all local, state or federal environmental permits. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
7. Copy of the U.S. Army Corps of Engineers (USACE) permit or confirmation that no permit is required (NPR) from the USACE Regulatory Division.

8. Copy of the Environmental Resource Permit (ERP) from the Northwest Florida Water Management District (NFWMD) or confirmation from the NFWMD that no permit is required.
 9. Any other documentation requested by the Division, not limited to Project conditions and requirements herein.
- 3) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient.

Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
2. Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of survey, studies, designs and permitting for the project as well as negotiations for land acquisition and right-a-way on Pace Boulevard. Location: John Gray Street to North Palafox Street in Pensacola, Florida 32505 and 32501.

The completed project shall provide protection against a 50-year storm event.

All Phase I deliverables are due to the Division no later than **August 31, 2017**; for submittal to FEMA by **September 30, 2017**.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Recipient shall submit Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

- a. The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- b. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work. Phase II will require additional EHP compliance review.
- c. The Recipient shall need to provide designs, studies, and calculations for Phase II review.
- d. Copy of the Northwest Florida Water Management District (NFWFMD) Environmental Resource Permit (REP). Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- e. Copy of the U.S. Army Corps of Engineers (USACE) permit or verification that no permit is required (NPR) from the USACE Regulatory Division. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

- f. A Stormwater Pollution Prevention Plan must be developed and a copy submitted in the phase I deliverables. A Notice of Intend (NOI) must be applied for prior to any construction activities. A NPDES permit will be required.
- g. Copy of all environmental permits. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- h. Tribal Consultation shall be required for proposed ground disturbing activities. Following documents shall be required and submitted as part of deliverables:
 - a) Color Maps including topographical and aerial and existing vs. new location maps shall be provided with the project location and staging areas clearly marked on each map.
 - b) Color map that shows the full extent of the project footprint and depth of ground disturbance. Horizontal limits and vertical depths of ground disturbance in feet and square feet with locations of staging areas marked. Geographic latitude/longitude (decimal degrees) of the proposed construction area boundaries and staging areas shall be included.
 - c) previous and current use of proposed project area;
 - d) any known site work or historic uses for the proposed location;
 - e) proposed future use of project location;
 - f) Any available studies that may have taken place on the property.
- i. An Environmental Assessment will be required. Planning with the State and FEMA shall be coordinated.
- j. Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- k. No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance (POP) date, for review and approval by the Division; for submittal to FEMA before Phase II – Construction is considered.
- 5) Any extension of the POP shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a POP extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA Project Number **4177-18-R**, is funded under HMGP-4177-DR-FL.

The project was awarded by FEMA on **September 27, 2016** with a Pre-Award date of November 01, 2014; and the POP for this project shall end on **September 30, 2017**.

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

Design, Engineering, Permitting and Survey:	10 Months
Land Acquisition Negotiation	2 Months
Total Period of Performance:	12 Months

Budget

Line Item Budget*

Phase I	<u>Project Costs</u>	<u>Federal Share</u>
Pre-Award:	\$33,582.00	\$33,582.00
Fees: Design, Permits, Survey	\$2,248,533.00	\$2,248,533.00
Total Phase I Cost:	\$2,282,115.00	\$2,282,115.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*This project has a Pre-Award, approved by FEMA in the amount of \$33,582.00 project costs with a start date of **November 01, 2014**.*

Funding Summary

<u>Federal Share:</u>	<u>\$2,282,115.00</u>	<u>(100.0%)</u>
Total Project Cost:**	\$2,282,115.00	(100.0%)

*** The non-federal share will be met using a Global Match which allows credit for similar eligible projects undertaken in the area that did not involve federal funds. The effect is that 100% of the project is covered by federal HMGP funds. FEMA project 4177-09-R- Escambia County project provides the Global Match for the non-federal share for this project.*

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. **You are reminded that no construction may occur in this phase that a full environmental review must be completed prior to funding Phase II.**

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) OMB Circulars A-21, A-87, A-110, A-122
- (5) Chapter 473, Florida Statutes
- (6) Chapter 215, Florida Statutes
- (7) Section 768.28, Florida Statutes
- (8) Chapter 119, Florida Statutes
- (9) Section 216.181(6), Florida Statutes
- (10) Cash Management Improvement Act Of 1990

- (11) American with Disabilities Act
- (12) Section 112.061, Florida Statutes
- (13) Immigration and Nationality Act
- (14) Section 286.011, Florida Statutes
- (15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (19) 28 CFR applicable to grants and cooperative Agreements
- (20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (22) Section 504 of the Rehabilitation Act of 1973, as amended
- (23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (24) 28 CFR, Part 42, Subparts C, D, E, and G
- (25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (26) 42 U.S.C. 5154a
- (27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using 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 pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

- (10) Comply with 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 (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION GRANT PROGRAM FUNDS**

RECIPIENT NAME: ESCAMBIA COUNTY

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 17HM-H4-01-27-01-XXX

FEMA TRACKING #: 4177-18-R INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL	\$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE DATE
ADMINISTRATIVE COST	\$ _____	
APPROVED FOR PAYMENT	\$ _____	

**Attachment D
(Continued)**

DIVISION OF EMERGENCY MANAGEMENT

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MTIGATION GRANT PROGRAM**

RECIPIENT: ESCAMBIA COUNTY DISASTER #: 4177-18-R

CONTRACT #: 17HM-H4-01-27-01-XXX FEMA TRACKING #: 4177-18-R

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	<u>DOCUMENTATION</u> List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
TOTAL			

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: _____

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> 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 (list applicable line items)	20__-20__ Anticipated Expenditures for the First Three Months of Contract
For Example ADMINISTRATIVE COSTS (Include Secondary Administration)	
For Example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (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 contract term. Support 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 contract 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).

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT ESCAMBIA COUNTY PROJECT #: 4177-18-R

PROJECT TYPE: DRAINAGE CONTRACT#: 17HM-H4-01-27-01-XXX

DISASTER NUMBER: 4177-18-R QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): _____ \$ _____

Provide reimbursement projections for this project:

July-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-June 20 \$ _____
July-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-June 20 \$ _____

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: Yes No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This
Form

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The 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 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 such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective subcontractor of the 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 Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Recipient's Name

17HM-H4-01-27-01-XXX

DEM Contract Number

4177-18-R

FEMA Project Number

Attachment I

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
INSTRUCTIONS AND WORKSHEET**

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4177-18-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 2,282,115.00

OBLIGATION/ACTION DATE: September 27, 2016

SUBAWARD DATE (if applicable): _____

DUNS#: 757079673

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Escambia County Board of County Commissioners
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: 221 Palafox Place, Suite 400, Pensacola, FL 32502
ADDRESS LINE 1: 3363 W. Park Place
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY Pensacola STATE FL ZIP CODE+4** 32505

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The purpose of this Scope of Work (SOW) is to improve drainage on Delano Street in Pensacola, Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-18-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Escambia County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial

assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

Board of County Commissioners
Escambia County, Florida

Attest: Pam Childers
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

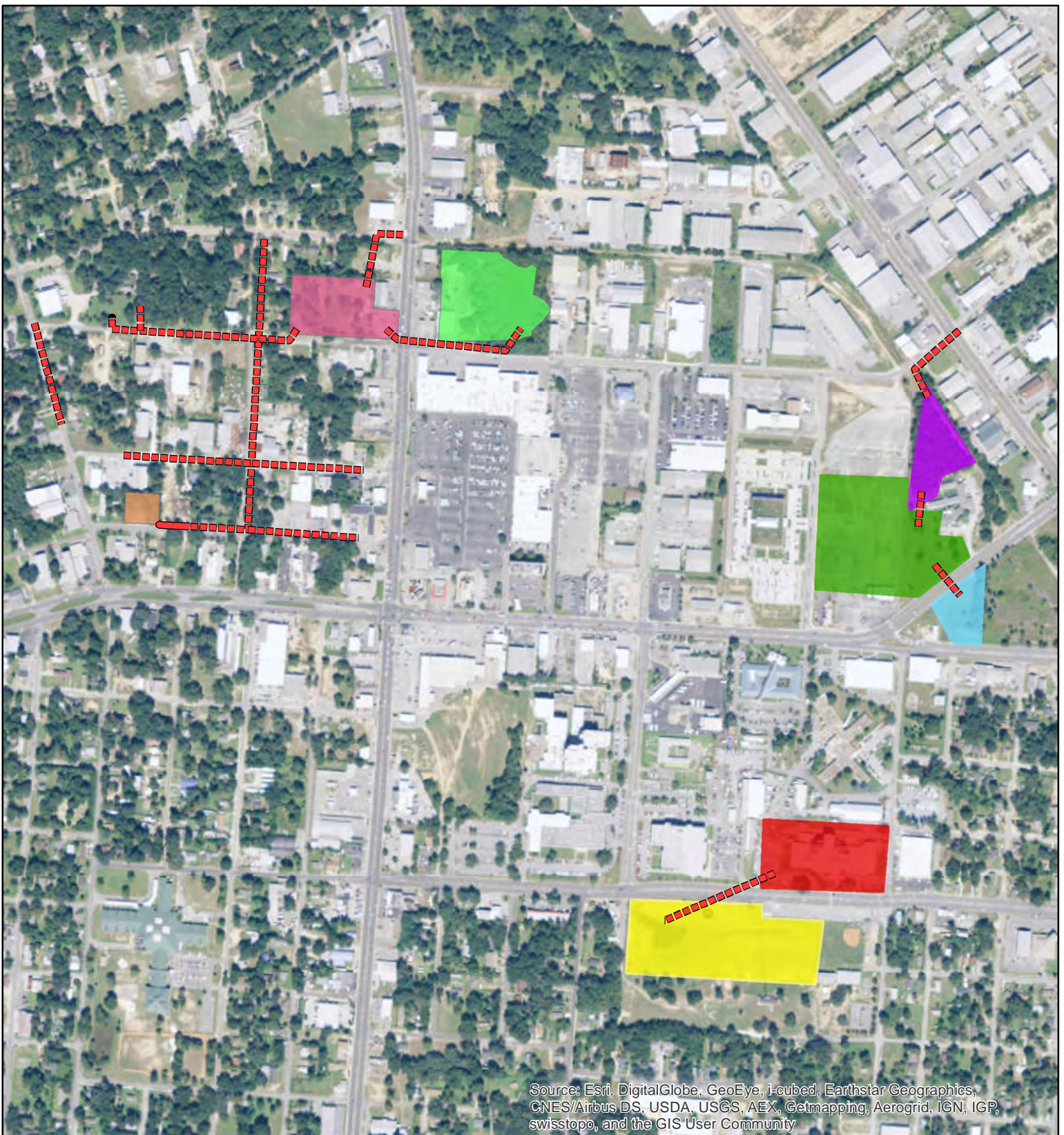
Date: _____

This document approved as to form
and legal sufficiency

By: Kristin Hual










Title: Asst County Atty

Date: 10/29/16




Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

 Proposed Pipes	 Fairfield Pond 2
Delano Project Sites	 Fairfield Pond 3
ProjectNam	 Herman Pond
 CBDF	 Herman Street Pit
 Delano Pond	 L Street Pond
 Fairfield Pond 1	

Escambia County, Florida
DR-4177 HMGP Applications
Delano Street Drainage Improvements
Alternative D: 100-Year Flood
Aerial Map: 1:8,000 Scale


 Map Created 5/1/2015
 by ARCADIS-US.
 76

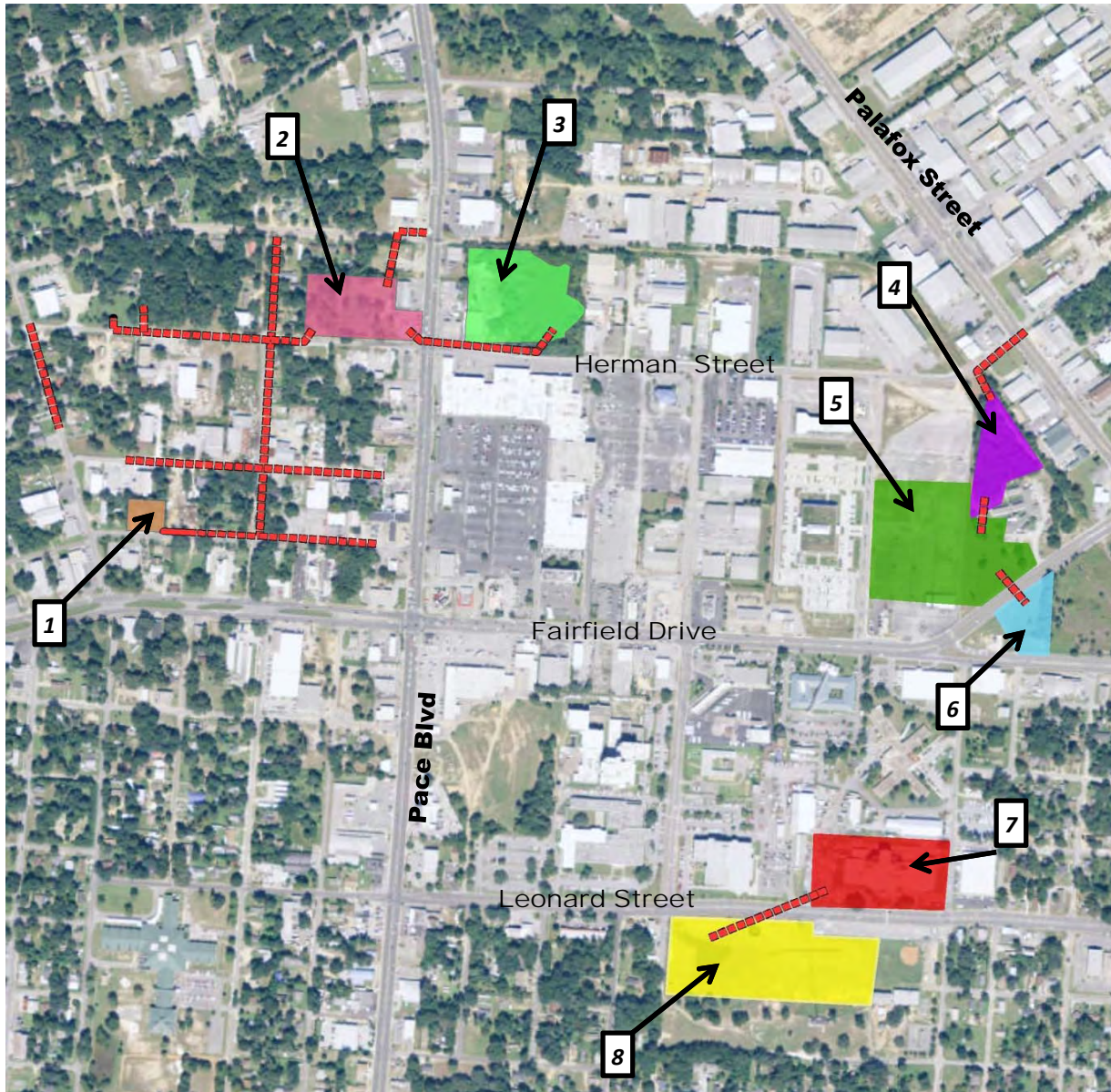
Delano Street Area Drainage Improvements (HMGP)

November 2016

HMGP application was submitted for \$7,549,071 in funding to improve flooding issues within a 640 acre area and reduce the existing flood stage. An award for \$2,282,115 for design, has been approved. After design and permitting is complete the remainder of the grant for final property acquisition and construction will be funded by agreement amendment; currently estimated \$5,266,956.

Proposed Pond Sites

- | | |
|----------------------|---------------------|
| 1. Delano Pond | 5. Fairfield Pond 2 |
| 2. Herman Pond | 6. Fairfield Pond 1 |
| 3. Herman Street Pit | 7. CBDF |
| 4. Fairfield Pond 3 | 8. L Street Pond |





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11321

County Administrator's Report 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Reallocation of Capital Improvement Program Funds

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling \$199,871, as follows:

FROM:

Description	District	Amount	Description
Seaglades	2	\$31,889	This project was canceled based on a Cost Benefit Analysis. Previous planned pond improvements were abandoned after the design options did not indicate the benefit would outweigh the cost for those improvements.
69th Avenue North	2	\$19,435	Project complete
Coral Creek Drainage - West	2	\$148,547	Improve flow through an existing public drainage easement and address standing water in the cul-de-sac on Yucatan Drive through an open swale that drains to Caribbean Drive. This project has been delayed indefinitely due to property acquisition issues.

TO:

Description	District	Amount	Description
Innerarity Point - Bob O Link Road, Gorham Road, Cruzat Way Drainage Improvements	2	\$199,871	This is the third and final phase of the Innerarity Point Road Drainage Improvements Project that addresses residential flooding. This final phase includes drainage flow and water access improvements in the area of Bob-O-Link Road, Cruzat Way and Gorham Road. Many culverts will be replaced, ditches will be

re-graded, water-access areas will be improved, and the roadways will be redesigned and resurfaced. Additional funds are needed to supplement the existing budget (\$120,129) to pipe some open ditch areas and provide roadway resurfacing to Innerarity Point Road. Instead of isolated improvements, resurfacing will tie all improvements together and produce comprehensive improvements for this entire area. 60% plans are currently under review, environmental permit approval is pending, and a second public meeting will occur within the next 45 days before plans are finalized.

BACKGROUND:

Escambia County Public Works staff requests the Board's approval to transfer \$199,871 from the various projects to the project described below:

Description	District	Amount	Description
Innerarity Point - Bob O Link Road, Gorham Road, Cruzat Way Drainage Improvements	2	\$199,871	This is the third and final phase of the Innerarity Point Road Drainage Improvements Project that addresses residential flooding. This final phase includes drainage flow and water access improvements in the area of Bob-O-Link Road, Cruzat Way and Gorham Road. Many culverts will be replaced, ditches will be re-graded, water-access areas will be improved, and the roadways will be redesigned and resurfaced. Additional funds are needed to supplement the existing budget (\$120,129) to pipe some open ditch areas and provide roadway resurfacing to Innerarity Point Road. Instead of isolated improvements, resurfacing will tie all improvements together and produce comprehensive improvements for this entire area. 60% plans are currently under review, environmental permit approval is pending, and a second public meeting will occur within the next 45 days before plans are finalized.

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-11316

County Administrator's Report 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Change Order for CEI Services for Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order on Contract PD 02-03.79, for Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the construction schedule approval change on Contract PD 02-03.79, "Professional Services," for Construction, Engineering, Inspection (CEI), and Project Management Services for Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I, to Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC):

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	\$56,837.00
Vendor:	Mott MacDonald Florida, LLC (formerly Hatch Mott MacDonald Florida, LLC)
Project Name:	Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I
Contract:	PD 02-03.79
PO No.:	151055
CO No.:	1
Original Award Amount:	\$226,160.51
Cumulative Amount of Change Orders through this CO:	\$56,837.00

New Contract Total:	\$282,997.51
---------------------	--------------

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #14EN3244]

BACKGROUND:

Staff requests to transfer funds to the Olive Road East widening project for additional Construction, Engineering and Inspection (CEI) services. On February 19, 2015, the Board approved issuing a task order to Mott MacDonald Florida LLC (formerly Hatch Mott MacDonald Florida LLC) for CEI Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase I, in the amount of \$226,160.51.

A previous Change Order was issued to the construction contractor (additional work and time), resulting in the need to increase CEI services with Mott MacDonald, now totaling \$56,837. Approval of this Change Order will continue CEI services, averaging 4 hours per day, throughout the duration of construction. Construction completion for this phase is expected in December 2017.

This request would extend the CEI time for a total of 289 calendar days (259 for construction and 30 allowable rain days) for a new completion date of December 31, 2017. Approval would bring the new contract amount to \$282,997.51.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352, LOST III, Cost Center 210107,56301, Project #14EN3244.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Change Order Backup
Board Approval 021915
Purchase Order with Backup

Christopher A Curb
 cn=Christopher A Curb,
 o=Public Works,
 ou=Engineering,
 email=cacurb@myescambia.
 com, c=US
 2016.10.10 15:24:23 -05'00'

**ESCAMBIA COUNTY ENGINEERING DEPARTMENT
 CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I
 Project ID: ENG1769 - 10en0363
 Location: Olive Road East of Davis from Gregg Road to Yancey Avenue
 Project Manager: Sharon Johnson
 Date: 9/28/2016

Digitally signed by Sharon Johnson
 DN: cn=Sharon Johnson, o=Public Works,
 ou=Engineering,
 email=sjohnson@myescambia.com, c=US
 Date: 2016.10.10 15:11:00 -05'00'

Digitally signed by Jay Jones
 DN: cn=Jay Jones, ou=Engineering,
 o=Public Works,
 email=jay_jones@escambia.fl.us,
 c=US
 Date: 2016.10.10 16:37:49 -05'00'

 This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This RFF/Change Order is for the Olive Road East widening project. A previous change order was issued to the construction contractor for both time and scope expansion, resulting in the need to increase CEI services. Mott MacDonald will continue CEI services on Olive Road through the completion of the project. This request extends time from January through December 2017 for a total of 289 calendar days (259 for construction and 30 allowable rain days) for a new completion date of 12/31/2017. This will allow for CEI services in the form of 3 hours per day for field inspection and 1 day for sufficient contract administration support. This CEI fee request is a 20% increase instead of a 26% increase in 1039 contract days and a 14% increase in construction costs to allow Mott MacDonald to assist the County with CEI services for the additional work. The additional fees to the contract are \$56,837.00 for a new contract amount of \$282,997.51.

Attached backup documentation _____ page (s).
 RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
 Time shall be (increased/decreased by) 259 calendar days. Completion date is 12/31/2017

		Obligated		Required
Balance of CIP Project	\$ _____		\$ _____	
Funds for Original Construction Contract	\$ _____		\$ _____	
Funds for Construction Change Order # _____	\$ _____		\$ _____	
Contract PD _____ Contractor _____				
Funds for Original Task Order				
Funds for Addendum # _____	\$ _____		\$ _____	
Task Order PD <u>02-03.79.13.58.ENG</u> Consultant <u>Mott Macdonald</u>	\$ _____		\$ _____	\$ 56,837.00
Funds for Original Work Order				
Funds for Change Order # _____ to the Work Order	\$ _____		\$ _____	
Contract PD _____ Contractor _____	\$ _____		\$ _____	
Funds for Contingency	\$ _____		\$ _____	
Funds for Permit Fees	\$ _____		\$ _____	
Funds for Land Purchases	\$ _____		\$ _____	
Funds for Title Work	\$ _____		\$ _____	
Contract PD _____ Contractor _____				
Funds for _____ Contractor: _____	\$ _____		\$ _____	
New Balance of CIP Project		\$ _____	\$ _____	\$ (56,837.00)

 This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	\$	Amount
From:	_____	_____	_____	\$ _____	_____
	_____	_____	_____	\$ _____	_____
To:	_____	_____	_____	\$ _____	_____
	_____	_____	_____	\$ _____	_____
			Transfer	\$ _____	_____
County Engineer _____			Transferred by _____		Transfer Date _____

Posted to Expedition _____
 Date: _____



Olive Road CEI Additional Fee Request

September 27, 2016

Mr. Curb,

Thanks for meeting with us to discuss options moving forward with CEI services for this project. As discussed, below is a list of key points and summary of our discussions:

- Original Contract Days = 750
- Original Construction Cost = \$4,531,532
- Original MM fee for limited CEI = ~~\$226,158~~ \$226,160.51
- CEI fee as % of construction = 4.99%
- Additional Contract days added by CO = 259
- Additional Construction Cost added by CO = \$764,080
- New Contract time = 1009 (25.6% increase)
- New Construction Cost = \$5,295,612
- MM Request for additional CEI fee - \$56,837.00 (20% increase)

Chris Curb
Engineering Manager-Stormwater
Escambia County Engineering
3363 West Park Place
Pensacola, FL 32505

With the significant amount of time and money that have been added to this contract, we cannot provide a sufficient level of CEI oversight without additional fee. Over the past several weeks, while we have been discussing the level of CEI service needed based on our initial fee, we have agreed to cut our CEI inspection time back to 3 hours per day with 1 hour per week for office work per direction from the County. However, this level of effort does not allow MM staff to fully support the County in reviewing and approving the quantities and pay applications, and drastically reduces field inspection time during critical items of work.

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
mottmac.com/americas

Per our discussion, we are proposing to increase our field inspection time accordingly to cover critical construction items over the next several weeks while the contractor finishes Phase 1 construction and provide enough office support to attend contractor meetings and assist in preparing and approving quantities and pay applications. We can continue this level of CEI with our existing fee remaining thru December 2016. At that time we will need additional money to cover the remaining year of construction thru Dec 2017. The attached man hour estimate shows the additional hours needed from Jan 2017 thru Dec 2017. This would include approximately 4 hrs per day for field inspection and sufficient contract support time to assist the county with quantities and pay applications. This additional fee request is \$56,837.00.

As a reference, there was approximately a 25% increase in the contract time as noted in the bullets above. Our CEI fee increase request is at 20% increase to allow us to assist the County with CEI services for the additional work.

Please let us know if you have any questions related to this request for additional fee.

Thanks,

David Skipper, P.E.
Vice President

DESCRIPTION:
 COUNTY:

OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I
 ESCAMBIA

Construction Contract(s), Consultant Services, Project Not(s), and/or Personnel Classifications	2016			2017												Totals in Hours	Totals in Months	Wage Rate	Total Salary	
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Senior Project Engineer																	0	0.00	0.00	\$0.00
Project Administrator																	0	0.00	0.00	\$0.00
Contract Support Specialist			0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	248	1.50	74.39	\$18,448.72
Sr Inspector																	0	0.00	0.00	\$0.00
Inspector			1	1	0.6	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	1436	8.70	57.60	\$82,713.60
Inspector (Asphalt Plant)																	0	0.00	0.00	\$0.00
Secretary/Scanning/Resident Compliance Specialist																	0	0.00	0.00	\$0.00
Totals in Man Months	0	0	1.1	1.1	0.7	0.7	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	1684	10.20	131.99	\$101,162.32

\$101,162.32	Total Cost for CEI Services thru new Contract Time
\$ 44,325.00	Less Remaining CEI Fee
\$ 56,837.32	Approximate additional CEI Fee Needed

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. **BUDGET/FINANCE CONSENT AGENDA** – Continued

17. Continued...

- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Approved 4-0, with Commissioner Robertson having left the meeting

18. **Recommendation:** That the Board take the following action concerning issuance of a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210109 and Cost Center 210107, Object Code 56301):
- A. Approve transfer of funds (Drainage) from Local Option Sales Tax III (Fund 352, Cost Center 210107) from Ferry Pass Zone 2 (\$180,000), Ferry Pass Zones 4 and 5 (\$120,000) and Fairchild Road (\$100,000), for a total amount of \$400,000, to the Olive Road Project; a total of \$226,160.51 of this Project transfer will be used for the Task Order for Construction, Engineering, Inspection, and Project Management Services; the balance of transferred funds (approximately \$174,000) will be used toward the purchase of property to accommodate drainage needs; and
 - B. Approve the issuance of, and authorize the County Administrator to execute, a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I, for an amount of \$226,160.51, on Contract PD 02-03.79, "Professional Services", for Construction, Engineering, Inspection (CEI), and Project Management Services.

Approved 4-0, with Commissioner Robertson having left the meeting



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7644

County Administrator's Report 9. 0.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/19/2015

Issue: Issue Task Order on Contract PD 02-03.79 "Professional Services" for CEI and Project Management Services for Olive Road East Project Phase I

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve transfer of funds (Drainage) from Local Option Sales Tax III (Fund 352, Cost Center 210107) from Ferry Pass Zone 2 (\$180,000), Ferry Pass Zone 4&5 (\$120,000) and Fairchild Road (\$100,000) for a total amount of \$400,000 to the Olive Road Project. \$226K of this project transfer will be used for the Task Order for the Construction, Engineering, Inspection (CEI) and Project Management Services and the balance of funds being transferred (\$174K) will be set aside for property purchase.

B. Approve the issuance and authorize the County Administrator to execute a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I for an amount of \$226,160.51, on Contract PD 02-03.79, "Professional Services", for Construction, Engineering, Inspection (CEI), and Project Management Services.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210109 and Cost Center 210107, Object Code 56301]

BACKGROUND:

Due to reduced staff levels in the areas of engineering, inspection, and project management, this task order is necessary for the timely completion of the above-mentioned project. Under this task order, the consultants will provide construction, engineering, inspection, and project management services for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase 1 Project.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 352 "LOST III", Cost Center 210109 Object Code 56301 and in Fund 352, "LOST III", 210107, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

DRMP, Inc., Hatch Mott MacDonald, LLC and Volkert, Inc. were the next three vendors on the Engineering/Infrastructure Division list to perform CEI Services. DRMP is designing Olive Road East which makes them ineligible, Volkert is being awarded a contract for design of the Stillbrook Road Drainage Improvements on 02/19/2015 so the CEI Contract for this project is tentatively awarded to Hatch Mott MacDonald, LLC pending BCC Approval. The vendors must have Florida Department of Transportation (FDOT) Certification ~~letter~~ to perform this type work.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a budget amendment will be transmitted to the Office of Management and Budget to transfer funds. In addition, a purchase requisition and task order for the CEI Services will be transmitted to the Office of Purchasing for processing.

Attachments

CEI HMM Scope

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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V
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C
E
] PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

V
E
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D
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R
] 081206 FAX: 850-505-0265
 HATCH MOTT MACDONALD FLORIDA LLC
 5111 N 12TH AVENUE
 PENSACOLA FL 32504

S
H
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T
O
] ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT


ORDER DATE: 03/06/15 BUYER: PAUL NOBLES REQ. NO.: 15001216 REQ. DATE: 03/04/15

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: PD 02-03.79

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT CHRIS CURB @ 850-595-3419.					
01	1.00	LOT	TASK ORDER NO. 02.03.79.13.58.ENG "TO PROVIDE PROFESSIONAL CEI&PM SERVICES (CEI) FOR FOR OLIVE ROAD EAST MUTLI LANE RECONSTRUCTION AND DRAINAGE PHASE I. BCC APPROVAL 02/19/2015	226160.5100	226,160.51

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	226,160.51
01	210107 56301	226,160.51	15EN3244	TOTAL \$	226,160.51

APPROVED BY 

TASK ORDER - PD 02-03.79.13.58.ENG

**TO PROVIDE PROFESSIONAL CONSTRUCTION ENGINEERING, INSPECTION
AND PROJECT MANAGEMENT SERVICES (CEI)
FOR OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I
(GREGG ROAD TO LODE STAR DRIVE)**

1.0 Authorization

This task order is issued under the approval of the Board of County Commissioners, Escambia County, Florida, February 19, 2015, and under the terms and conditions of PD 02.-03-79, "Professional Services" as governed by Florida Statue 287.055, which was approved by the Board of County Commissioners on October 3, 2003.

2.0 Scope

Under this Task Order, the Engineer (Hatch Mott MacDonald) will provide the Escambia County Public Works Department, Engineering Division with Professional Construction Engineering, Inspection and Project Management Services for Olive Road East Multi Lane Reconstruction and Drainage Project Phase I (Gregg Road to Lode Star Drive). This document gives the Consultant (HMM) the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the Olive Road East Multi Lane Reconstruction and Drainage Project Phase I (Gregg Road to Lode Star Drive) Project will be conducted by the Consultant in full cooperation with Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractor, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public. (See the attached Scope of Services.)

3.0 Schedule

~~The work authorized herein shall be completed within 750 calendar days of receipt of a Notice to Proceed.~~

4.0 Compensation

This Task Order is issued for a Not-To-Exceed amount of \$226,160.51. Invoices may be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meeting

~~The Engineering Firm shall schedule progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.~~

Escambia County, Florida

Issued by:  Escambia County Engineer

Date _____

Accepted by:

Hatch  led by: David A. Skoger, P.E., Vice President

Date _____

t

**SCOPE OF WORK
CONSTRUCTION, ENGINEERING, INSPECTION AND PROJECT MANAGEMENT
(CEI SERVICES) FOR THE
OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT
PHASE I (GREGG ROAD TO LODE STAR DRIVE)**

Project Narrative:

The Olive Road Multi Lane Reconstruction and Drainage Project will consist of the construction of two eleven foot travel lanes (one in each direction), one twelve foot center turn lane, two four foot bike lanes (one in each direction), type "F" curb and gutter and six foot sidewalks on both the north and south sides of the roadway. Drainage features will include curb inlets, back of sidewalk inlets and the construction of a storm water retention pond (Pond 1) between Lawton Street and Kipling Street on the south side of the roadway. The project will additionally consist of the replacement of an existing CA water main. The improvements will take place along Olive Road, from approximately Gregg Road to Lode Star Drive in Pensacola, Florida. The improvements will be constructed within existing Escambia County right-of-way, and also within drainage/utility easements and Temporary Work Agreements (TWA's) that have been obtained by Escambia County.

Contract Time:

The Contractors work shall be substantially completed within seven hundred and twenty (720) calendar days from the Commencement Date, and fully complete within Thirty (30) consecutive calendar days from the date of Substantial Completion. To allow for time extensions and rain days the CEI services contract shall be 800 days.

SCOPE OF SERVICES SUMMARY

The Scope of Work for this project is to provide construction, engineering, inspection and project management services for the Olive Road East Project Phase I. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the **OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I (GREGG ROAD TO LODE STAR DRIVE)** Project will be conducted by the Consultant in full cooperation with the Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

- 1. Erosion Control and Preconstruction Conferences:** Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.
- 2. Attend Weekly Meetings:** Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies.

3. Project Administration: Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. All field technicians must be certified in the applicable FDOT certification workshops or have applicable training certifications/records listed below:

Asphalt Roadway Paving Inspector
Asphalt Plant Inspection
Class 1 Concrete Technician
Soils and Aggregate Technician
Earthwork Technician
Nuclear Gauge Trained and Proficient
SWPPP Training Certifications
Americans with Disabilities Act (ADA) Title II and Section 504 Training

Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the FDOT certification.

5. Conduct Field Surveys: Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

6. Supplemental Agreements/Construction Changes: Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Coordinator.

7. Shop Drawings: Preview and approve all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

8. Quality Assurance, Testing for Acceptance, and Training: Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include

asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to the Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to Project Coordinator with the Final Records.

9. Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing.

11. Distribution of Correspondence: Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or Subcontractor

- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

13. Reports: There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.

14. Final Records: Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

15. Project Claims: Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Utility Relocations: Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County.

17. Plan Review: Review submitted construction plans from the design engineers prior to construction for completion, comments, concerns and observations.

18. Citizen Interface: Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. Consultant will maintain Variable Message Board (VMB) from start of construction through completion of punch list, as provided and funded by the contractors according to the Traffic Control Plans. Consultant will also maintain (1) static message boards, as provided by the contractors. One shall be for standard project documentation, permits, etc. Location shall be within the project location, to be determined by the Project Coordinator. Location shall be determined by the Project Coordinator.

Project managers preference:

Note:

The final CEI contract shall not exceed 5% of the bid construction cost. The consultant should prepare the proposal estimated upon daily site inspections, but not full time onsite inspections. The contract will be "Not To Exceed" based upon hourly rates.

PRELIMINARY ESTIMATE OF WORK EFFORT

HATCH MOTT MACDONALD, LLC
 5111 N. 12th Avenue
 Pensacola, Florida 32504

DESCRIPTION: OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I
 COUNTY: ESCAMBIA

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	2015												2016												2017		Totals in Hours	Totals in Months	Wage Rate	Raw Salary \$
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb				
	Senior Project Engineer			0.005	0.005																					0.005				
Project Administrator	0	0	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	99	0.60	40.77	\$4,036.23	
Contract Support Specialist			0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	337	2.04	27.16	\$9,152.92	
Sr Inspector																											0	0.00	24.61	\$0.00
Inspector	0	0	0.75	0.75	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.75	0.75	2805	17.00	21.03	\$58,989.15	
Inspector (Asphalt Plant)																0.7	0.7						0.7	0.7		462	2.80	20.27	\$9,364.74	
Secretary/Scanning/Resident Compliance Specialist			0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	59	0.36	14.34	\$846.06	
Totals in Man Months	0	0	0.65	0.88	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	1.525	1.525	0.825	0.825	0.825	0.825	1.525	1.58	0.88	3765	22.82	207.53	\$82,567.15	

** FEE COMPUTATIONS		
BASIC SALARY COSTS		\$82,567.15
Cost Elements and Additives		
a) Overhead (General)	138.40%	\$114,272.94
b) FCCM	0.16%	\$132.93
SALARY RELATED COSTS		\$196,973.02
Operating Margin (Fixed Fee)	25.00%	\$20,641.79
SUBTOTAL INCLUDING MARGIN & FCCM		\$217,614.81
Expenses (10.35 % Salary Costs)		\$8,545.70
NOT TO EXCEED MAXIMUM FEE		\$226,160.51



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 24, 2013

Charles G. Baxley, Executive Vice President
Hatch Mott Macdonald Florida, LLC
5111 North 12th Avenue
Pensacola, Florida 32504

Dear Mr. Baxley:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.1 - Major Bridge Design – Concrete
 - 4.2.2 - Major Bridge Design – Steel
 - 4.3.1 - Complex Bridge Design – Concrete*
 - 4.3.2 - Complex Bridge Design – Steel*
- *Restricted to Tunnel Projects Only

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 14 - Architect
- Group 15 - Landscape Architect

Your overhead audit has been approved, enabling your firm to compete for projects with estimated fees of any dollar amount. This status shall be valid until June 30, 2014 for contracting purposes.

	<u>Home/Branch Office</u>	<u>Field Office</u>	<u>Facilities Capital Cost of Money</u>	<u>Overtime Premium Reimbursed</u>	<u>Direct Expense</u>	<u>Published Fee Schedule</u>
Overhead Rate	158.92%	138.40%	0.161%		6.72% (Home) 10.35% (Field)*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at Carliavn.Kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliavn Kell
Professional Services
Qualification Administrator

02-03-29-13.58.ENG

Christopher Curb
 en - Christopher Curb, o.
 ou - PW-Engineering
 email = cc@cubbyes.com
 a.com, c - en
 2015.01.20 11:33:25 -0600

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
 CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I
 Project ID: ENG1789 - 10en0383
 Location: Olive Road East of Davis from GREGG ROAD TO LODE STAR DRIVE
 Project Manager: Chris Curb
 Date: 1/20/2015

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This NEW Task Order provides for Construction Engineering Inspection (CEI) Services for the OLIVE ROAD EAST MULTI-LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I. Engineering Task include providing construction engineering inspection and project management services for the Olive Road East Project Phase 1, according to the attached scope of work. These services are to be completed under a NOT TO EXCEED contract, for a total contract amount of \$226,160.51. The project construction is scheduled for 750 calendar days (2 years). In consideration, expected rain days and time extensions, the total contract duration for this project is estimated to be 800 days from issuance of Notice to Proceed.

see analysis

Attached backup documentation 7 page (s).
 RFF/NTP Start Date 1-Mar-15 or Upon Issuance of Notice to Proceed
 Time shall be (increased/decreased by) 750 calendar days. Completion date is 3/20/2017

		Obligated	Required
Balance of CIP Project		\$	
Funds for Original Construction Contract		\$	
Funds for Construction Change Order #		\$	
Contract PD	Contractor		
Funds for Original Task Order		\$	
Funds for Addendum #		\$	
Task Order PD	Consultant <u>Hatch Mott Macdonald</u>	\$	\$ 226,160.51
Funds for Original Work Order		\$	
Funds for Change Order #	Contractor	\$	
Contract PD		\$	
Funds for Contingency		\$	
Funds for Permit Fees		\$	
Funds for Land Purchases		\$	
Funds for Title Work		\$	
Contract PD	Contractor	\$	
Funds for		\$	
Contractor:		\$	
New Balance of CIP Project		\$	\$ (226,160.51)

total analysis
1500 3/20/15
210107/SL301
please provide
test order
reg

This section to be completed by Administration to accomplish fund transfer:

From: Fund _____ Project # _____ Project Name Olive Rd obly Amount 226,160.51
 To: Fund _____ Project # _____ Project Name gyp Amount 226,160.51
 County Engineer _____ Transferred by [Signature] Transfer Date 3/20/15

Posted to Expedition _____
 Date: _____

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued...

- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Approved 4-0, with Commissioner Robertson having left the meeting

18. Recommendation: That the Board take the following action concerning issuance of a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210109 and Cost Center 210107, Object Code 56301):

- A. Approve transfer of funds (Drainage) from Local Option Sales Tax III (Fund 352, Cost Center 210107) from Ferry Pass Zone 2 (\$180,000), Ferry Pass Zones 4 and 5 (\$120,000) and Fairchild Road (\$100,000), for a total amount of \$400,000, to the Olive Road Project; a total of \$226,160.51 of this Project transfer will be used for the Task Order for Construction, Engineering, Inspection, and Project Management Services; the balance of transferred funds (approximately \$174,000) will be used toward the purchase of property to accommodate drainage needs; and
- B. Approve the issuance of, and authorize the County Administrator to execute, a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I, for an amount of \$226,160.51, on Contract PD 02-03.79, "Professional Services", for Construction, Engineering, Inspection (CEI), and Project Management Services.

Approved 4-0, with Commissioner Robertson having left the meeting



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7644

County Administrator's Report 9. 0.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/19/2015

Issue: Issue Task Order on Contract PD 02-03.79 "Professional Services" for CEI and Project Management Services for Olive Road East Project Phase I

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I - Joy D. Blackmon, P.E., Public Works Department Director.

That the Board take the following action:

A. Approve transfer of funds (Drainage) from Local Option Sales Tax III (Fund 352, Cost Center 210107) from Ferry Pass Zone 2 (\$180,000), Ferry Pass Zone 4&5 (\$120,000) and Fairchild Road (\$100,000) for a total amount of \$400,000 to the Olive Road Project. \$226K of this project transfer will be used for the Task Order for the Construction, Engineering, Inspection (CEI) and Project Management Services and the balance of funds being transferred (\$174K) will be set aside for property purchase.

B. Approve the issuance and authorize the County Administrator to execute a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I for an amount of \$226,160.51, on Contract PD 02-03.79, "Professional Services", for Construction, Engineering, Inspection (CEI), and Project Management Services.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210109 and Cost Center 210107, Object Code 56301]

BACKGROUND:

Due to reduced staff levels in the areas of engineering, inspection, and project management, this task order is necessary for the timely completion of the above-mentioned project. Under this task order, the consultants will provide construction, engineering, inspection, and project management services for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase 1 Project.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 352 "LOST III", Cost Center 210109 Object Code 56301 and in Fund 352, "LOST III", 210107, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

DRMP, Inc., Hatch Mott MacDonald, LLC and Volkert, Inc. were the next three vendors on the Engineering/Infrastructure Division list to perform CEI Services. DRMP is designing Olive Road East which makes them ineligible, Volkert is being awarded a contract for design of the Stillbrook Road Drainage Improvements on 02/19/2015 so the CEI Contract for this project is tentatively awarded to Hatch Mott MacDonald, LLC pending BCC Approval. The vendors must have Florida Department of Transportation (FDOT) Certification ~~letter~~ to perform this type work.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a budget amendment will be transmitted to the Office of Management and Budget to transfer funds. In addition, a purchase requisition and task order for the CEI Services will be transmitted to the Office of Purchasing for processing.

Attachments

CEI HMM Scope



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11237

County Administrator's Report 14. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/17/2016

Issue: Speed Reductions - Corrydale Subdivision

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Reductions in Corrydale Subdivision (District 2) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reductions, per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

1. Lavon Drive, from West Highway 98 to Corrydale Drive;
2. Christian Drive, from Lavon Drive to Corrydale Drive;
3. Corrydale Drive, from Lavon Drive to Quigley Drive;
4. Amberway Drive, from Amberwood Drive to Corrydale Drive;
5. Amberwood Drive, from West Highway 98 to Corrydale Drive; and
6. Quigley Road, from West Highway 98 to Corrydale Drive; and

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

BACKGROUND:

The Transportation & Traffic Operations (TTO) Division received a request from a citizen to lower the speed limits on these roads. After evaluating the conditions of the roadways and the requests for lower speed limits, TTO staff supports the reductions based on the roadway geometrics.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on county roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place

restrictions on the movement of traffic on county roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Resolution

Map

RESOLUTION NUMBER R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON SIX ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following six roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with §316.189(2)(a), Florida Statutes, and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

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

SECTION 2. That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

- Lavon Drive from W. Highway 98 to Corrydale Drive (D2);
- Christian Drive from Lavon Drive to Corrydale Drive (D2);
- Corrydale Drive from Lavon Drive to Quigley Road (D2);
- Amberway Drive from Amberwood Drive to Corrydale Drive (D2);
- Amberwood Drive from W. Highway 98 to Corrydale Drive (D2); and
- Quigley Road from W. Highway 98 to Corrydale Drive (D2).

SECTION 3. That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

SECTION 4. That these new limitations shall take effect immediately upon adoption of this Resolution 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

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 10/19/16

LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH

Corrydale Subdivision

<u>ROADWAY</u>	<u>BEGIN</u>	<u>END</u>
Lavon Dr	W. Highway 98	Corrydale Dr
Christian Dr	Lavon Dr	Corrydale Dr
Corrydale Dr	Lavon Dr	Quigley Rd
Amberway Dr	Amberwood Dr	Corrydale Dr
Amberwood Dr	W. Highway 98	Corrydale Dr
Quigley Rd	W. Highway 98	Corrydale Dr





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11294

County Administrator's Report 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Federally-Funded Subaward and Agreement, Contract Number 17-FG-P9-01-27-01-090

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-P9-01-27-01-090:

A. Rescind the Board's action on July 7, 2016, approving the original Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-XX-01-27-01-090, and the authorization of the Board Chair or Vice Chair to execute the Agreement as referenced in Board's Meeting Minutes as item CAR II-7;

B. Approve the original revised State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-P9-01-27-01-090, providing funds in the amount of \$106,011, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts of the Division, for the period July 1, 2016 through June 30, 2017;

C. Authorize the Chairman or Vice-Chairman to execute the Subaward and Grant Agreement; and

D. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each grant quarterly report, reimbursement request, grant closeout report, and any subsequent grant documents required to implement this grant 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, Sections 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

Section (22) Mandated Conditions, subsection b, that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330409]

BACKGROUND:

As a result of additional language being added to the original agreement by the State of Florida after the Board approved and signed the original version of the Agreement, the original Board action and agreement are being rescinded and the new state REVISED version of the Agreement is being presented to the Board for approval and signature.

Federal funds are provided to assist local governments with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). These funds require a dollar-for-dollar match that is applied against current Escambia County Division of Emergency Management's budget. This Agreement is providing funds in the amount of \$106,011, with a contract period of July 1, 2016 through June 30, 2017.

BUDGETARY IMPACT:

The grant funds are designed as an operational, planning, training, and exercise cost reimbursement to the Escambia County Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The current General Fund budget identified for the Escambia County Division of Emergency meets the match requirement. No additional matching funds are required to be identified to implement this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner's Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation of this grant upon approval of the agreement. This grant is being coordinated with FDEM.

Attachments

REVISED Contract #17-FG-P9-01-27-01-090

July 7, 2016, BCC Meeting Minutes Pages - CAR II-7

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward 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 subaward to a subrecipient 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 subaward 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, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient 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:	<u>Escambia County</u>
Sub-Recipient's unique entity identifier (DUNS):	<u>07-507-96673</u>
Federal Award Identification Number (FAIN):	<u>EMA-2016-EP-00006</u>
Federal Award Date:	<u>June 13, 2016</u>
Subaward Period of Performance Start and End Date:	<u>July 1, 2016 – June 30, 2017</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$106,011.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$13,133,449.43</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$106,011.00</u>

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et. seq.). Title VI of the Stafford Act authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. The FY 2016 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The EMPG program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.

Name of Federal awarding agency:	<u>Department of Homeland Security (DHS)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.042</u>
Whether the award is Research & Development:	<u>No (N/A)</u>
Indirect cost rate for the Federal award:	<u>26.21%</u>

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 **Escambia County**, (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 subaward.

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.

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 all applicable State and Federal laws, rules and regulations, including those identified in attachment titled: Program Statutes and regulations. 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) CONTACT

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, verify 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:

Teresa A. Warner
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842

Email: Teresa.warner@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Escambia County Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505
Telephone: 850-471-6400
Fax: 850-471-6487

Email: jsdosh@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 Program Budget and Scope of Work/Deliverables of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2016 and shall end on June 30, 2017, 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 only for allowable costs incurred during the successful completion of required tasks outlined in attachment titled: Scope of Work/Deliverables. Allowable costs are listed in the attachment titled: Allowable Costs and Eligible Activities.
- d. The maximum reimbursement amount for the entirety of this Agreement is **\$106,011.00**. However, the amount of reimbursement is limited as follows:
 - i. Quarter 1 – no more than 70% of maximum reimbursement amount for this Agreement;
 - ii. Quarter 2 – an amount that, when combined with the Quarter 1 reimbursement, does not exceed 80% of maximum reimbursement amount for this Agreement;

iii. Quarter 3 – an amount that, when combined with the Quarter 1 and Quarter 2 reimbursements, does not exceed 90% of maximum reimbursement amount for this Agreement.

e. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, 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).”

f. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against the allowable costs outlined in this agreement and required deliverables.

g. The performance measure required by section 215.971(1)(b), Florida Statutes, 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.”

h. 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 (such as a collective bargaining agreement) 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:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

i. 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 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:

i. The costs 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,

ii. Participation of the individual in the travel is necessary to the Federal award.

j. 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.

k. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or 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

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 have 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 have 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 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 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 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 Program Budget and Scope of Work/Deliverables and all other applicable laws and regulations.

(11) AUDITS

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)REPORTS

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 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 45 days after termination of this Agreement or 45 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.

f. The Sub-Recipient shall provide additional reports and information identified in attachment titled: Reports.

(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 titled: Scope of Work/Deliverables 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 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) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty 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 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,

iii. 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.

a. The Division may terminate this Agreement for cause after thirty 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 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. "[E]xcept 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.

l. 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 – Program Budget
- iii. Attachment B – Scope of Work / Deliverables
- iv. Attachment C – Allowable Cost and Eligible Activities
- v. Attachment D – Reports
- vi. Attachment E – Program Statutes and Regulations
- vii. Attachment F – Justification of Advance Payment
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Statement of Assurances
- xi. Attachment J – Mandatory Contract Provisions
- xii. Attachment K – Reporting Forms

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and any interest earned is excess funds and must be returned to the State or applied against what is owed. 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 titled: Justification of Advance Payment. Attachment titled: Justification of Advance Payment 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 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 within forty-five (45 days after the expiration date of the agreement.** An explanation of any circumstances prohibiting the submittal 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.

All payments relating to the Agreement shall be mailed to the following address:

John Dosh, Manager
Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505

(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), Florida 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 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 et seq.), 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 convicted vendor list following a conviction for a public entity crime or on the discriminatory 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 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-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 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 attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" 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.

l. 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 subawards (including subcontracts, subgrants, 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 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)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS 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 whenever possible:

- 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, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, 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 and document 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 titled: Statement of Assurances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____

Name and title: Grover C. Robinson, IV, Chairman

Date: _____

FID# 59-6000-598

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

Date BCC Approved: _____

Date BCC Signed: _____

By: _____

Name and Title: Jonathan Lord, Deputy Director

Date: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/5/10

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance
Grant # 97.042
Award amount: \$ 106,011.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):*
Sub-Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Notice of Funding Opportunity, Fiscal Year 2016 Emergency Management Performance Grant Program.

2. *Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources):*
Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

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 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 general budget which outlines eligible categories and their allocation under this award.
- The transfer of funds between the categories listed in the Program Budget is permitted. If funds need to be moved in categories, send a revised Program Budget to your grant manager.

Grant	Sub-Recipient Agency	Category	Amount Allocated
FY 2016 – Emergency Management Performance Grants Program	ESCAMBIA COUNTY	Organizational Expenditures	\$98,011.00
		Planning Expenditures	\$0.00
		Training Expenditures	\$0.00
		Exercise Expenditures	\$0.00
		Equipment Expenditures	\$8,000.00
		Management and Administration Expenditures (no greater than 5%)	\$0.00
Total Award		\$106,011.00	

Attachment B

Scope of Work / Deliverables

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines. EMPG Program Guidance, FY2016 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration**. Eligible activities are outlined in Allowable Costs and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds.

Monitoring: Monitoring will be accomplished through desk-based reviews, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

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 Statutes; and,
- Any local procurement policy.

Piggy-backing: The practice of one agency using the procurement/agreement of another agency is called piggybacking. 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 the scope of 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. Only piggy-back agreements that meet all requirements as outline in the Sub-Recipient shall be allowable.

At a minimum the County is to successfully complete the following tasks throughout the contract period to ensure compliance and coordination with the state emergency management. Quarterly Tasks (Form 1B) will need to be provided each quarter to show completion or working towards the completion of each task. Items will also be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to validate compliance. All back-up documentation listed below shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>

Task(s):

1. **24-7 Operations.** The minimum acceptable standard for payment is to maintain a 24-7 operation. The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week.
2. **Proposed Match Plan** (Form 3) is due with the signed agreement 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 Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.
3. **All Emergency Management personnel.** Each quarter must provide Quarterly Tasks (Form 1B) to show you are able to maintain a minimum level of capability. Submit current EMAP accreditation certification OR for each emergency management position, provide certificates for the following training via SharePoint and/or SERT TRAC:
 - IS 100 – Introduction to Incident Command System
 - IS 200 – ICS for Single Resources and Initial Action Incidents
 - IS 700 – National Incident Management Systems (NIMS)
 - IS 800 – National Response Framework
4. **EMPG Funding Positions Only - Training and Exercise** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, each EMPG funded position during this contract period (July 1, 2016 – June 30, 2017) MUST provide the following items.
 - County Emergency Management employee(s) should participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Sub-Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Sub-Recipient
 - Complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.
5. **National Incident Management System (NIMS)** - The Sub-Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than **December**

1st. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).

6. **Coordination and Collaboration** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda and a copy of the sign in sheets or certificate to show participation during this contract period (July 1, 2016 – June 30, 2017)
7. **Multi-Year Training and Exercise Plan (MYTEP)** – Sub-Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

Financial Consequence

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

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, equipment, and management and administration.**

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, staffing, and other day-to-day activities in support of emergency management. Sub-Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel 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.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

Mandatory Training and Exercise Requirements for EMPG funded employees only

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. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

The Quarterly Tasks (Form 1B) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the completion of the required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- 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 the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
 - Major repairs to the County Emergency Operations Center
 - Central Heat/Air
 - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
 - Security Improvements (i.e. Cameras and equipment to operate)
 - Generators and Installation (Need prior EHP approval)

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.

EMPG Program funds may be used to develop or enhance emergency management planning activities.

Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

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. Further guidance concerning the TEP and the TEPW can be found at <http://www.fema.gov/exercise>. 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 <http://www.fema.gov/training-0>.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at <http://www.fema.gov/nims-doctrine-supporting-guides-tools>.

Professional Development Series courses include:

- IS-120.a An Introduction to Exercises
- IS-230.d Fundamentals of Emergency Management
- IS-235.b Emergency Planning
- IS-240.b Leadership and Influence
- IS-241.b Decision Making and Problem Solving
- IS-242.b Effective Communication
- IS-244.b Developing and Managing Volunteers

To ensure the professional development of the emergency management workforce, the Sub-Recipients must ensure a routine capabilities assessment is accomplished and a TEP is developed and implemented.

For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy: http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+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. States are encouraged to use existing training rather than developing new courses. When developing new courses states 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 re-certification 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.
- **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 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, 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 <https://www.fema.gov/authorized-equipment-list>. 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) Reference Materials (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)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Controlled Equipment

Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List*, information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to

Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf>), and the Recommendations Pursuant to Executive Order 13688 (https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems (<https://www.whitehouse.gov/the-press-office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua>), issued February 20, 2015.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

II. Construction and Renovation

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf)) to their Regional EMPG Program Manager for review. Additionally, Sub-Recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. § 10.8, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website:
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

III. 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 (<http://www.fema.gov/grant-programs-directorate-information-bulletins>) (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: <http://www.fema.gov/media-library/assets/documents/32474>.

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 (<https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf>), and the Recommendations Pursuant to Executive Order 13688 (https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).
- 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 Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

IV. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review. Additionally, all Sub-Recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance ([http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231 Environmental Planning Historic Preservation Policy.pdf](http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231%20Environmental%20Planning%20Historic%20Preservation%20Policy.pdf)), and FP 108.24.4, Environmental Planning and Historical Preservation Policy (<http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPARReview.pdf>)

EHP Technical Assistance, including the EHP Screening Form, can be found at (http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd_ehp_screening_form_omb_1660_0115_june_2011.pdf)

V. Other Conditions

Vehicles

- Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Sub-Recipient's EMPG Base Grant expenditures.

Food and beverages

- Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Sub-Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need prior approval from Department of Financial Services and the Division. For more information, ask your grant manager.

Attachment D

Reports

Sub-Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found on the Division internet site.

- A. Quarterly financial reports are due to the Division 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 the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Sub-Recipient.

(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)

- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement **MUST** include exact amounts and **MUST** be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
- **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment 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 sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment 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:** Copies of Invoices/receipts and canceled checks or general ledger for proof of payment. AEL# for each purchase (if applicable).
- **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).

- 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. The Quarterly Tasks Form is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**
- C. Proposed Match Plan (Form 3) is due with the signed agreement 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 Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.
- D. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.
- E. The final Close Out report is due forty-five (45) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

Attachment E

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) 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, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
27. 53 Federal Register 8034
28. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
29. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
30. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply

Attachment F

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (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 contract term. Support 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 contract 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)

Attachment G
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).

Business Hours

27P-19.010 (9) The Division 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 on Monday through Friday.

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 H



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

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment I
Statement of Assurances

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It 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.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and

Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. 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.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment J
Mandatory Contract Provisions

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 required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3143). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subcontractor 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 subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1287), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1287). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 101.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 101 that implement Executive Orders 12549 (2 CFR Part 1006 Comp., p. 189) and 12689 (2 CFR Part 1009 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1362)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1862. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHERs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHERs (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 subsection b, this term includes all teaching and training activities, whether they are offered for credits 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 techniques (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 health service 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 defined 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 § 200.463 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. 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.

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

Quarterly Financial Report (Form 1):

1. These reports **must be** completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1A), Quarterly Tasks (Form 1B) and Detail of Claims (Form 2):

1. These forms are to be submitted quarterly.
2. Complete Quarterly Financial Report (Form 1A) by entering all information needed for reimbursement.
3. Complete Quarterly Tasks (Form 1B). This form has quarterly information for EMPA and EMPG agreements. This is to track tasks that are completed for the agreement period and quarters.
2. The Detail of Claims form **must** accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

2016 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA). Requirements for EMPG funded personnel detail on Form 1B

1. **All EMPG funded personnel** shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period.
2. **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. In addition, personnel shall complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

Proposed Match Plan - (Form 3):

1. This form is **due with the signed agreement** 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.
2. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement.
3. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

Close Out Report - (Form 4):

1. Close Out Reports are due forty-five (45) days after the contract end date. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Sub-Recipients must maintain documentation of expenditures for a minimum period of three years following the close of project/program operations unless audits require a longer period of time.
2. Sub-Recipients should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the Sub-Recipient during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the Sub-Recipient may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
CLOSE-OUT REPORT
FORM 1**

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Sub-Recipient _____
Address _____
City and State _____

Agreement No. _____
Agreement Amount _____
Agreement Period _____

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	\$0.00

Date	Amount
1	
2	
3	
4	
5	
6	
Total 7	\$0.00

Agreement Amount _____

Minus Total Payments
(including final requested funds - Line 7) _____

Unspent balance _____

Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMFA and are less than the expended EMFA, no additional back-up supporting documentation is needed. However, if your EMFA exceeds EMFA, or if you are not using EMFA to match the substantial back-up supporting documentation needs to be provided to general ledger with highlighted matching non-federal funds.

FEDERAL	EMFA	EMFA (ORIGINAL FUNDING)	EMFA (OTHER)	OTHER NON-FEDERAL

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to: Cashier, Division of Emergency Management

Mail To: Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred and that the match requirements have been met in accordance with this Agreement.

FOR DEM USE:
Reconciliation and verification of EMPG funds

Signed _____
Name & Title Chief Financial Officer or Finance Director
Date _____

Signed _____
Name & Title DEM Grant Manager
Date _____

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

6. Adopting the Resolution (R2016-92) authorizing the write-off of \$1,866,895.22 in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services Ambulance Billings for the first quarter of Fiscal Year 2015-2016 for 3,964 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

- * 7. Taking the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-XX-01-27-01-090 (Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330409):
 - A. Approving the State of Florida, Division of Emergency Management, Federally-Funded Subaward and Grant Agreement, providing funds, in the amount of \$106,011, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts, for the period July 1, 2016, through June 30, 2017;
 - B. Authorizing the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

(Continued on Page 33)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

7. Continued...

- C. Authorizing Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant, 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)."

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

Section (22), Mandated Conditions, Subsection b, that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11314 County Administrator's Report 14. 10.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Authorization for over \$50,000 Cumulative Expenditures in
FY2016-2017 for Demolition or Lot Clearing Services

From: Chips Kirschenfeld, Division Manager

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Cumulative Expenditures Over \$50,000 in Fiscal Year 2016-2017 for the Department of Natural Resources, for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over \$50,000, in Fiscal Year 2016-2017 to contractors performing demolition or lot clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than \$50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding \$50,000 this Fiscal Year for the following vendors:

Applied Construction Management, LLC, Vendor No. 013673
Andala Enterprises, Inc., Vendor No. 422299
Bellview Site Contractors, Inc., Vendor No. 022702
B.R. Bonner's Hauling, Inc., Vendor No. 020229
Castellani Hauling, Inc., Vendor No. 031326
Common Area Solutions, LLC, Vendor No. 034266
Daniel W. Meadows - dba Meadows Maintenance, Vendor No. 406895
Derek G. Henry - dba Hoosier Lawn Guy?, Vendor No. 040755
HHH Construction of NWF, Inc., Vendor No. 080060
Site and Utility LLC, Vendor No. 420683
Southern Girl Botanicals, Inc., Vendor No. 194119
Webster Construction, Inc., Vendor No. 420065
West Pensacola Lawn Care, LLC, Vendor No. 232061

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

BACKGROUND:

Environmental Code Enforcement obtains three quotes from a pool of qualified contractors for the performance of demolition and lot clearing work, the estimated cost of which is below the mandatory bid amount of \$50,000 throughout the year, as needed. The work is awarded based on the lowest quoted cost. The Demolition and Lot Clearing Contractors are qualified through a formal qualification process administered and maintained by the Office of Purchasing. Based on the current activity in FY16-17 it is anticipated that purchase orders to the contractors listed above may exceed a cumulative value of \$50,000.

BUDGETARY IMPACT:

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Environmental Enforcement Officer identifies the work and obtains the quotes for the operations of demolition and lot clearing. The Office of Purchasing issues the Purchase Order.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11349 **County Administrator's Report** **14. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/17/2016
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 authorize the County Administrator to sign the BlueMedicare Group Master Agreement between Blue Cross Blue Shield of Florida, Inc. d/b/a Florida Blue and the Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance (PD 14-15.069).

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

BACKGROUND:

On August 20, 2015, the County approved a three year Contract to Florida Blue to provide self-funded health insurance coverage (January 1, 2016 to December 31, 2018). Within the Agreement, Florida Blue offers a Medicare Group Advantage Plan for retirees to enroll. The Advantage Plan offers the retirees the capability to use a group plan platform with Medicare options and does not affect our group's overall claims history. This plan offers a Medical Plan with Rx coverage and Rx coverage only, with no donut hole. The BlueMedicare Group Master Agreement is CMS compliant and sets the premiums for 2017. Retirees pay the full premiums.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501. Final funding will be provided to the Board, upon completion of Contract negotiations.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801. The County Attorney's Office has reviewed the BlueMedicare Group Master Agreement and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator Report Car II-19 of August 20, 2015, BCC Regular Meeting, County Administrator Report Car II-7 of September 24, 2015 and County Administrator Car II-17 of November 17, 2015.

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal, the Office of Purchasing and Florida Blue to distribute the Agreement.

Attachments

BlueMedicare Master Agreement 2017



In the pursuit of health*

BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this “Agreement”) describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. (“Florida Blue”) have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, “Medicare Plan(s)”) coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to “we”, “us”, “our,” and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) (“Evidence of Coverage”), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue’s contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to "you" or "your" in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty ("LEP") means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy ("LIS") means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.
2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.
2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.
3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and
2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or
2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums.** You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:
 - a. Any portion of the Premium due for coverage provided by us prior to termination; and
 - b. Any amounts otherwise due us.
2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.
3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.
4. **Service Area.** There is no longer any Covered Person who lives, resides, or works in the Service Area.
5. **Termination or Non-renewal of the CMS Contract.** We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.
2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero (\$0.00).
2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by

us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out of Area Services

We have relationships with other Blue Cross and/or Blue Shield Licensees (“Host Blues”) referred to generally as the “Medicare Advantage Program.” When Covered Persons access healthcare services outside of Florida, the claim for those services will be processed through the Medicare Advantage Program and presented to us for payment in accordance with the rules of the Medicare Advantage Program policies then in effect. The Medicare Advantage Program available to Covered Persons under this Agreement is described generally below.

B. Covered Persons Liability Calculation

The cost of the service on which the Covered Person’s liability is based, will be either:

1. The Medicare allowable amount for covered services; or
2. The amount we negotiate with the provider of the Host Blue negotiates with its provider on behalf of our Covered Persons, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements ("CMS Mandated Amendments") with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates,

successors, heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person's disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use

the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue’s provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of Escambia County Bd of County Commissioners the benefits of this Agreement as set forth in the attached Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium: Blue Medicare Group PPO1/Rx2 with Fitness-\$274.42 pmpm and Rx2 Only-\$89.42 pmpm..

The Group's Agreement is effective as of January 1, 2017.

IN WITNESS WHEREOF, the parties have executed this Agreement as of <Date of Signature>.

**Blue Cross Blue Shield of Florida, Inc.
(DBA Florida Blue)**

Escambia County Bd of County Commissioners

By:

By:

(Signature)

(Signature)

Name: Lynn Esposito
(Please Print or Type)

Name: Jack R. Brown
(Please Print or Type)

Title: Vice President, Sales Operations

Title: County Administrator

Witness: _____

Witness: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 07/23/10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11350 **County Administrator's Report** **14. 12.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 11/17/2016
Issue: Public Official Bonds
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Public Official Bonds for Commissioner Elect Jeff Bergosh, Commissioner Elect Lumon J. May, and Commissioner Elect Steven L. Barry - Jack R. Brown, County Administrator

That the Board approve the following Public Official Bonds through Fisher Brown, Inc., as bond agent, as outlined in Florida Statutes 137.04, and filed with the Clerk of the Circuit Court and Comptroller's Office:

- A. Commissioner Elect Jeff Bergosh, District 1, \$2,000, Travelers Casualty and Surety Company of America, Hartford, Connecticut, Bond Number 106626039, effective November 22, 2016, to November 16, 2020;
- B. Commissioner Elect Lumon J. May, District 3, \$2,000, Fidelity and Deposit Company of Maryland, Bond Number POB8959786, effective November 22, 2016, to November 16, 2020; and
- C. Commissioner Elect Steven L. Barry, District 5, \$2,000, Fidelity and Deposit Company of Maryland, Bond Number POB8959787, effective November 22, 2016, to November 16, 2020.

[Funds for the cost of these bonds are budgeted under Risk Management in Cost Center 140835/Account 54501]

BACKGROUND:

See attached Bonds.

BUDGETARY IMPACT:

Funds for the cost of these bonds are budgeted under Risk Management in Cost Center 140835/Account 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

These bonds are in compliance with Florida Statute 137.04.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

These bonds are issued in compliance with Florida Statutes 137.04 and will be filed with the Clerk of the Circuit Court and Comptroller's Office.

IMPLEMENTATION/COORDINATION:

This recommendation has been coordinated with the Office of Risk Management and Fisher Brown, Inc. The County Administrator's Office will hand deliver the Public Official Bonds to the Clerk of the Circuit Court and Comptroller's Office for recording in the Official Records of Escambia County, Florida.

Attachments

2016 11 09 Jeff Bergosh Public Official Bond

2016 11 09 Lumon J. May Public Official Bond

2016 11 09 Steven L. Barry Public Official Bond

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

Bond No.: 106626039

County of Escambia

KNOW ALL MEN BY THESE PRESENTS, That we, Jeff Bergosh
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of \$ 2,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official Board of County Commissioners,
was elected appointed Escambia County, District 1 to hold this office for
(Name of Office)
a term beginning November 22, 2016 and ending November 16, 2020 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

X


(Signature of Official) Jeff Bergosh

Signed and Sealed this 9th day of November, 20 16.

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Fisher Brown
(Name of Local Bonding Company)

P.O. Box 711, Pensacola, FL 32591-0711
(Address of Local Bonding Company)

(SEAL)

By X Robert Corley McLendon
(Signature of Florida Licensed Agent)

A174006
(Florida Licensed Agent Number)

Robert Corley McLendon
(Type Name of Florida License Agent)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lewis Donald RUSHING, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON and Michael David RAIDT**, all of Pensacola, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Lewis Donald RUSHING, Gilbert Oswald BENNETT, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON, dated April 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

By:

David S. Hewett

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

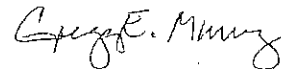
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 9th day of November, 2016.



Assistant Secretary

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond


Bond No.: POB8959786

County of Escambia

KNOW ALL MEN BY THESE PRESENTS, That we, Lumon J. May
(Official's Name)
as Principal, and Fidelity and Deposit Company of Maryland
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of \$ 2,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official Board of County Commissioners,
was elected appointed Escambia County, District 3 to hold this office for
(Name of Office)
a term beginning November 22, 2016 and ending November 16, 2020 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

X 
(Signature of Official) Lumon J. May


Signed and Sealed this 9th day of November, 2016.

1400 American Lane, Tower I, 19th Floor, Schaumburg,
IL 60196-1056 (Address of Main Surety Company)

Fisher Brown Bottrell Insurance, Inc.
(Name of Local Bonding Company)

P.O. Box 711, Pensacola, FL 32591-0711
(Address of Local Bonding Company)

(SEAL)

By **X** 
(Signature of Florida Licensed Agent)

A174006
(Florida Licensed Agent Number)

Robert Corley McLendon
(Type Name of Florida License Agent)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

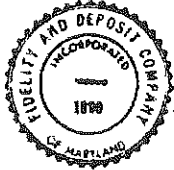
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lewis Donald RUSHING, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON and Michael David RAIDT, all of Pensacola, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Lewis Donald RUSHING, Gilbert Oswalt BENNETT, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON, dated April 23, 2004.**

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

By:

David S. Hewett

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

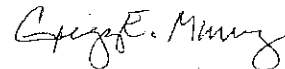
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 9th day of November, 2016.



Assistant Secretary

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

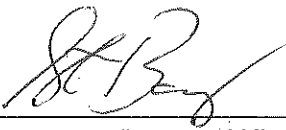
Bond No.: POB8959787

County of Escambia

KNOW ALL MEN BY THESE PRESENTS, That we, Steven L. Barry
(Official's Name)
as Principal, and Fidelity and Deposit Company of Maryland
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of \$ 2,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official Board of County Commissioners, was elected appointed Escambia County, District 5 to hold this office for
(Name of Office)
a term beginning November 22, 2016 and ending November 16, 2020 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

X 
(Signature of Official) Steven L. Barry

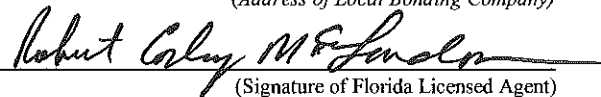
Signed and Sealed this 3rd day of November, 2016.

1400 American Lane, Tower I, 19th Floor, Schaumburg,
IL 60196-1056
(Address of Main Surety Company)

Fisher Brown Bottrell Insurance, Inc.
(Name of Local Bonding Company)

P.O. Box 711, Pensacola, FL 32591-0711
(Address of Local Bonding Company)

(SEAL)

By X 
(Signature of Florida Licensed Agent)

A174006
(Florida Licensed Agent Number)

Robert Corley McLendon
(Type Name of Florida License Agent)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

By:

David S. Hewett

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

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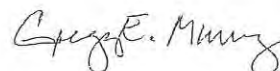
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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 3rd day of November, 2016.



Assistant Secretary



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11339 County Administrator's Report 14. 13.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/17/2016

Issue: Jamesville Road Coffee Creek Bridge Replacement

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Jamesville Road Coffee Creek Bridge Replacement - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and RBM Contracting Services, LLC, for Standard Road/Drainage Construction Contract Documents, per the terms and conditions of PD 15-16.107, Jamesville Road Coffee Creek Bridge Replacement, in the amount of \$661,403.90.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESGSW05]

BACKGROUND:

The Invitation to Bid PD 15-16.107 was advertised in the Pensacola News Journal on Monday, September 26, 2016. Forty-five contractors were notified by the Office of Purchasing and a notification was sent to the Small Business Development Center on Monday, September 26, 2016. Representatives from seven contractors attended the mandatory Pre-Bid meeting on October 5, 2016. Two bids were received on October 25, 2016. RBM Contracting Services LLC is the low bidder.

This project involves the repair and upgrade of both the bridge and road surface that were damaged by the April 2014 flood event. Required work includes the demolition and removal of the bridge, bridge abutments, and existing roadway. Additional work will involve the installation of a preformed metal arch culvert bridge with new roadway approaches. The stream under the bridge will be lined with articulated concrete block mats. A concrete slope collar will stabilize the bank RipRap will be used to prevent side slope scour and to provide protection from over topping. Repairs for the roadway will include replacement of the approach sections to the bridge and the installation of new guardrails.

BUDGETARY IMPACT:

Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESGSW05

LEGAL CONSIDERATIONS/SIGN-OFF:

Standard form Contract D will be used for this project.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD 15-16.107 was advertised in the Pensacola News Journal on Monday, September 26, 2016. Forty-five contractors were notified by the Office of Purchasing and a notification was sent to the Small Business Development Center on Monday, September 26, 2016. Two bids were received on October 25, 2016. RBM Contracting Services LLC is the low bidder .This project involves the repair and upgrade of both the bridge and road surface that were damaged by the April 2014 flood event. Required work includes the demolition and removal of the bridge, bridge abutments, and existing roadway. Additional work will involve the installation of a preformed metal arch culvert bridge with new roadway approaches. The stream under the bridge will be lined with articulated concrete block mats. A concrete slope collar will stabilize the bank RipRap will be used to prevent side slope scour and to provide protection from over topping. Repairs for the roadway will include replacement of the approach sections to the bridge and the installation of new guardrails.

IMPLEMENTATION/COORDINATION:

Public Works Department will manage the contract.

Attachments

Determination to Award

Bid Tab

agreement

**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)**

SECTION 1

- GENERAL INFORMATION SECTION -

Description: _____

Bid Number PD: _____

Opening Date/Time: _____

Purchasing Agent: _____

Client Department: _____ Dept. Director/Designee: _____

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition # _____ Verify

Fund: _____ Verify

Cost Center: _____ Verify

Object Code: _____ Verify

Project Number: _____ Verify

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ___Yes ___No

Note: Attachments to Requisition shall Reference PD # _____

Comments Applicable to General Information Section:

(See Attached Tab Sheet)

SECTION 2

- RECOMMENDED AWARD SECTION -

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by: _____ Jason Lashley, Sigma Consulting Group, Inc

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:

SECTION 3

**-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. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

Coffee Creek Bridge FEMA Project ESGSW05

Background:

This project involves the repair and upgrade of both the bridge and road surface that were damaged by the April 2014 flood event. Required work includes the demolition and removal of the bridge, bridge abutments, and existing roadway. Additional work will involve the installation of a preformed metal arch culvert bridge with new roadway approaches. The stream under the bridge will be lined with articulated concrete block mats. A concrete slope collar will stabilize the bank. RipRap will be used to prevent side slope scour and to provide protection from over topping. Repairs for the roadway will include replacement of the approach sections to the bridge and the installation of new guardrails.

From: [Jason Lashley](#)
To: [Derek Fox](#)
Subject: Jamesville Road : Coffee Creek Bridge Replacement : Bid Tabulation Verification
Date: Wednesday, October 26, 2016 10:28:46 AM
Attachments: [140507 Jamesville Road -Bid Tabulation Verification 10.25.2016.pdf](#)

Derek:

Attached you will find a copy of the bid tabulation verification for the above referenced project.

Thanks



Jason L. Lashley, PE
Vice President/Senior Project Manager
Office: (850) 332-7912 **Cell:** (850) 359-0276
3298 Summit Boulevard, Suite 32, Pensacola, FL 32503
jlashley@sigmacg.com | www.sigmacg.com

Disclaimer/Confidentiality Statement: The information contained in this e-mail, including any accompanying documents or attachments, is intended solely for the use of the individual(s) or entity to which it is addressed, and may contain information that is PRIVILEGED, CONFIDENTIAL and exempt from disclosure under applicable law. Unless otherwise stated herein, Sigma Consulting Group, Inc. makes no expressed or implied warranties as to the suitability of the information contained in this email for any specific purpose not explicitly stated. If you are not the intended recipient, you are hereby notified that any disclosure, distribution, copying or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately and delete this e-mail. Thank you for your cooperation.

**Jamesville Road
Coffee Creek Bridge Replacement
Bid Tabulation Verification
October 2016**

Pay Item #	Description	Units	Quantity	RBM Contracting Services, LLC		Anderson Columbia	
				Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
1	Mobilization	LS	1	\$30,000.00	\$30,000.00	\$175,000.00	\$175,000.00
2	Clearing and Grubbing (Approximately 2200 SY)	LS	1	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00
3	Bridge Demolition (Includes Disposal)	LS	1	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
4	Dewatering	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
5	Maintenance of Traffic	LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
6	SWPPP	LS	1	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00
7	Erosion Control	LS	1	\$2,150.00	\$2,150.00	\$8,000.00	\$8,000.00
8	Guardrail (Includes miscellaneous asphalt)	LF	247	\$58.70	\$14,498.90	\$30.00	\$7,410.00
9	Guardrail End Anchorage Assembly	EA	4	\$2,800.00	\$11,200.00	\$2,300.00	\$9,200.00
10	Signing and Pavement Marking	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
11	2" Asphalt (Roadway) (SP 12.5)	SY	534	\$35.00	\$18,690.00	\$29.00	\$15,486.00
12	6" Graded Aggregate Base	SY	534	\$22.50	\$12,015.00	\$33.00	\$17,622.00
13	12" Stabilized Subgrade	SY	1050	\$4.00	\$4,200.00	\$17.00	\$17,850.00
14	Fill Embankment	LS	1	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00
15	Unsuitable Material Removal and Replacement	LS	1	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00
16	Select Backfill (See 3.6 on sheet CT5)	LS	1	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00
17	Establishing Grade	SY	2,200	\$5.00	\$11,000.00	\$1.50	\$3,300.00
18	Bahia Sod	SY	2,200	\$4.50	\$9,900.00	\$2.25	\$4,950.00
19	3" Top Soil	SY	1,600	\$3.00	\$4,800.00	\$3.50	\$5,600.00
20	Armoring (Armor-Flex or Engineer Approved Equal)	SY	650	\$97.00	\$63,050.00	\$90.00	\$58,500.00
21	Rip-Rap (18") Underlain with Filter Fabric	SY	150	\$95.00	\$14,250.00	\$100.00	\$15,000.00
22	Bridge Assembly and Installation (BridgeCor Metal Arch (or Engineer Approved equal)	LS	1	\$220,100.00	\$220,100.00	\$235,000.00	\$235,000.00
23	Concrete Footings	CY	134	\$550.00	\$73,700.00	\$475.00	\$63,650.00
24	18"x18" Concrete Pilings (40 piles-25' length)	LF	1,000	\$85.00	\$85,000.00	\$100.00	\$100,000.00
25	PDA Testing	LS	1	\$5,350.00	\$5,350.00	\$16,500.00	\$16,500.00
26	Gravity Wall	CY	15	\$550.00	\$8,250.00	\$1,150.00	\$17,250.00
27	Slope Collar	CY	15	\$550.00	\$8,250.00	\$2,400.00	\$36,000.00
Total Price:				RBM Contracting Services, LLC \$ 661,403.90		Anderson Columbia \$990,418.00	

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Jamesville Road Coffee Creek Bridge Replacement BID # PD 15-16.107						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: October 25, 2016 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addendum	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Fed. Forms and Certifications	Bid Amount
NAME OF BIDDER							
Anderson Columbia Co., Inc.	Y	Y	Y	NA	Y	Y	\$990,418.
RBM Contracting Services, LLC	Y	Y	Y	NA	Y	N	\$661,403.90
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager			DATE: 10/25/ 2016			
BIDS TABULATED BY:				DATE: 10/25/2016			
BIDS WITNESSED BY:	Lori Kistler, SOSA			DATE: 10/25/2016			

UNDER REVIEW

**CAR II
DATE**

**BOCC 11/17/2016
DATE**

The Purchasing Manager recommends to the BCC:

To award a contract to RBM Contracting Services, LLC in the amount of \$661,403.90

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

Notes:

Posted 11/9//2016 @ 8:50 p.m., CDT

CS/lk

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

PD 15-16.107

Jamesville Road Coffee Creek Bridge Replacement

AGREEMENT BETWEEN

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

AND

_____RBM Contracting Services LLC_____

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 ___RBM Contracting Services LLC
FOR
STANDARD ROAD/DRAINAGE CONSTRUCTION
CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with ___RBM Contracting Services LLC, P.O.2174 Santa Rosa Beach, FL, FEIN 26-3312611_____, a _____ corporation for profit, to perform all work ("Work") in connection with ___PD15-16.107 Jamesville Road Coffee Creek Bridge Replacement _____ ("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:

\$661,403.90

SECTION 4. BONDS

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within one-hundred fifty (150) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling one-hundred eighty (180) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000 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:

Escambia County
Public Works
Engineering Dept.
3363 West Park Place
ATTN: Derek Fox

- B. All correspondence with the Contractor will be addressed to the following:

Branch McClendon, President
P.O Box 2174
Santa Rosa Beach, Florida 32459

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 __RBM Contracting Services LLC__ signing by and through its President, duly authorized to execute same.

COUNTY:

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

Witness: _____

By: _____

Jack Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:

RBM Contracting Services , LLC a Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

(Corporate Seal)

Date: _____

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit _____ (2) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business_days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

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.
- 4.7** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8** Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

- 5.1.** The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

- 6.1.** County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2.** Contractor's acceptance of final payment shall constitute a full waiver of any and all

claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

- 7.1.** Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2.** Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the

proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
 - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
 - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 - 8.1.6. Description of Work being performed at the Project site;
 - 8.1.7. Any unusual or special occurrences at the Project site;
 - 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and

annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

- 8.3.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

- 9.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a

condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

- 9.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 9.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
 - 9.4.2.** The weather was unusual as documented by supporting data.
 - 9.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
 - 9.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

- 10.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2.** A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon

by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

- 12.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

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

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

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance

companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Section 15. CLEANUP AND PROTECTIONS

- 15.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

- 16.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

- 17.1.** Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

- 18.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

- 21.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

- 22.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.
- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by

County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT K

PD 15-16.107

FEDERAL COMPLIANCE FORMS

Next 4 pages

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT

SPECIFICATION NUMBER PD 15-16.107

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, TUESDAY, October 25, 2016

Office of Purchasing, Room 11.101

213 Palafox Place, Pensacola, FL 32502 Matt Langley Bell III Building

Post Office Box 1591

Pensacola, FL 32591-1591

A **Mandatory** Pre Bid Conference will be held on Wednesday, October 5, 2016 at 10:00 a.m. CDT. at the Office of Purchasing, Conference Room 11.407 213 Palafox Place, 2nd Floor Matt Langley Bell III Building, Pensacola, Florida 32502 followed by a site visit. **All bidders must attend.**

Board of County Commissioners

Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Douglas Underhill
Lumon J. May

**From:
Claudia Simmons
Purchasing Manager**

Assistance:

Claudia Simmons, Manager

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4987
Fax: (850) 595-4805

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
JAMESVILLE ROAD COFFEE CREEK BRIDGE
REPLACEMENT SPECIFICATION PD 15-16.107**

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND BID FORM (WITH ORIGINAL SIGNATURE) AND ONE CD OR FLASH DRIVE
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- ANTI-LOBBYING CERTIFICATE
- DISCLOSURE OF LOBBYING ACTIVITIES IF APPLICABLE
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, COFFEE CREEK BRIDGE REPLACEMENT (BEULAH LANDFILL), NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID

**JAMESVILLE ROAD COFFEE CREEK BRIDGE
REPLACEMENT PD 15-16.107**

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Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

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Exhibit K - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA **SUBMIT OFFERS TO:**

Claudia Simmons
Manager

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101 Jamesville Road Coffee Creek Bridge
Replacement 213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

SOLICITATION NUMBER: PD 15-16.107

SOLICITATION

MAILING DATE: Monday, September 26 , 2016

PRE-BID CONFERENCE: A Mandatory Pre Solicitation Conference will be held on Wednesday, October 5, 2016 at 10:00 a.m. CDT. held at the Office of Purchasing, Conference Room 11.407 213 Palafox Place, 2nd Floor Matt Langley Bell III Building, Pensacola, Florida 32502 . **All bidders must attend.**

ALL BIDDERS MUST ATTEND. OFFERS RECEIVED FROM BIDDERS NOT IN ATTENDANCE WILL NOT BE ACCEPTED.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, TUESDAY, October 25, 2016 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

EMAIL _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

BID FORM

PD15-16.107

Jamesville Road Coffee Creek Bridge Replacement

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price

Pay Item #	Description	Units	Quantity	Unit Price	Unit Price Extension
1	Mobilization	LS	1		
2	Clearing and Grubbing (Approximately 2200 SY)	LS	1		
3	Bridge Demolition (Includes Disposal)	LS	1		
4	Dewatering	LS	1		
5	Maintenance of Traffic	LS	1		
6	SWPPP	LS	1		
7	Erosion Control	LS	1		
8	Guardrail (Includes miscellaneous asphalt)	LF	247		
9	Guardrail End Anchorage Assembly	EA	4		
10	Signing and Pavement Marking	LS	1		
11	2" Asphalt (Roadway) (SP 12.5)	SY	534		
12	6" Graded Aggregate Base	SY	534		
13	12" Stabilized Subgrade	SY	1050		
14	Fill Embankment	LS	1		
15	Unsuitable Material Removal and Replacement	LS	1		
16	Select Backfill (See 3.6 on sheet CT5)	LS	1		
17	Establishing Grade	SY	2,200		
18	Bahia Sod	SY	2,200		
19	3" Top Soil	SY	1,600		
20	Armoring (Armor-Flex or Engineer Approved Equal)	SY	650		
21	Rip-Rap (18") Underlain with Filter Fabric	SY	150		
22	Bridge Assembly and Installation (BridgeCor Metal Arch or Engineer Approved equal)	LS	1		
23	Concrete Footings	CY	134		
24	18"x18" Concrete Pilings	LF	1,000		
25	PDA Testing	LS	1		
26	Gravity Wall	CY	15		
27	Slope Collar	CY	15		

Total Price

\$ _____

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Person to contact regarding this bid

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Person to contact for emergency service:

Expiration Date: _____

Phone _____

Email _____

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The work shall be substantially completed within **one-hundred and fifty (150)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above **one-hundred and eighty (180)** within **consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

- _____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail:

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.107 JAMESVILLE ROAD COFFEE CREEK
BRIDGE REPLACEMENT, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must
mark airbill and envelope or box with Specification Number PD15-16.107
and JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

Sanctions

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

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

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT FEMA PROJECT

1. **Scope of Work;**

This project involves the repair and upgrade of both the bridge and road surface that were damaged by the April 2014 flood event. Required work includes the demolition and removal of the bridge, bridge abutments, and existing roadway. Additional work will involve the design and installation of a preformed arch culvert bridge with new roadway approaches. The stream under the bridge will be lined with articulated concrete block mats. The same articulated block will be used on the bridge to prevent side slope scour and to provide protection from over topping. Repairs for the roadway will include replacement of the approach sections to the bridge and the installation of new guardrails

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Claudia Simmons, Manager. Phone: (850) 595-4987; Fax: (850) 595-4805, e-mail: casimmons@myescambia.com. Last day for questions 5:00 p.m. CDT, October 13, 2016

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces and (1) one CD or flash driving containing the entire submittal. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference – MANDATORY-ALL BIDDERS MUST ATTEND**

A **Mandatory** Pre Solicitation Conference will be held at the Office of Purchasing, Conference Room 11.407, 213 Palafox Place, 2nd Floor, Matt Langley Bell III Building, Pensacola, Florida 32502 on Wednesday, October 5, 2016 at 10:00 a.m. CDT. **All bidders MUST attend.**

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **\$1000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County 's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has

been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

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

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from

any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents - incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at <http://myescambia.com/our-services/purchasing/solicitations> must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

- Section 1 *B. Four (4) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5 *A. Substantially Complete in **150** calendar days
Fully Complete and ready for Final Inspection in **180** calendar days
*B. Liquidated Damages at \$1000.00 for each calendar day
- Section 6
- Section 7 *A. Engineering Department
3363 West Park Place
Pensacola, FL 32505
Attn: Derek Fox
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

Exhibits (Revised as indicated by asterisk)

- A. General Terms and Conditions
 - *4.4 **Four (4)** copies of each Application for Payment
 - *21.1 **Two (2)** year(s) after final completion
- B Form of Performance and Payment Bond
- C Insurance and Safety Requirements

EXHIBIT G
JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT
SPECIFICATION PD 15-16.107
ENVIRONMENTAL PERMITS

Environmental Permits Folder on website

EXHIBIT H
JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT
SPECIFICATION PD 15-16.107
TECHNICAL SPECIFICATIONS

Technical Specifications Folder on website

EXHIBIT I
JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT
SPECIFICATION PD 15-16.107
DRAWINGS & PLANS

Drawings Folder on website

EXHIBIT J
JAMESVILLE ROAD COFFEE CREEK BRIDGE
REPLACEMENTMSPECIFICATION PD 15-16.107

**CERTIFICATE FOR DISCLOSURE OF LOBBYING ACTIVITIES ON
FEDERAL AID CONTRACTS – NEXT PAGE**

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT K
JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT
SPECIFICATION PD 15-16.107

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS –NEXT
PAGE**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

Original

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Claudia Simmons
Manager

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101 Jamesville Road Coffee Creek Bridge
Replacement 213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

SOLICITATION NUMBER: PD 15-16.107

SOLICITATION

MAILING DATE: Monday, September 26, 2016

PRE-BID CONFERENCE: A Mandatory Pre Solicitation Conference will be held on Wednesday, October 5, 2016 at 10:00 a.m. CDT, held at the Office of Purchasing, Conference Room 11.407 213 Palafox Place, 2nd Floor Matt Langley Bell III Building, Pensacola, Florida 32502. All bidders must attend.

ALL BIDDERS MUST ATTEND. OFFERS RECEIVED FROM BIDDERS NOT IN ATTENDANCE WILL NOT BE ACCEPTED.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, TUESDAY, October 25, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

26-3312611

TERMS OF PAYMENT:

30 days

DELIVERY DATE WILL BE 20 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: RBM Contracting Services, LLC

ADDRESS: P.O. Box 2174

REASON FOR NO OFFER:

n/a

CITY, ST. & ZIP: Santa Rosa Beach, FL. 32459

PHONE NO.: (850) 622-1434

BID BOND ATTACHED \$ 5%

EMAIL branchmccleendon@gmail.com

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final payment to the offeror.

Melinda A. Smith
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Melinda A. Smith
**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

BID FORM

PD15-16.107

Jamesville Road Coffee Creek Bridge Replacement

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price

Pay Item #	Description	Units	Quantity	Unit Price	Unit Price Extension
1	Mobilization	LS	1	30,000	30,000.00
2	Clearing and Grubbing (Approximately 2200 SY)	LS	1	5,000	5,000.00
3	Bridge Demolition (Includes Disposal)	LS	1	20,000	20,000.00
4	Dewatering	LS	1	10,000	10,000.00
5	Maintenance of Traffic	LS	1	1,000	1,000.00
6	SWPPP	LS	1	1,500	1,500.00
7	Erosion Control	LS	1	2,150	2,150.00
8	Guardrail (Includes miscellaneous asphalt)	LF	247	58.70	14,498.90
9	Guardrail End Anchorage Assembly	EA	4	2,800	11,200.00
10	Signing and Pavement Marking	LS	1	2,000	2,000.00
11	2" Asphalt (Roadway) (SP 12.5)	SY	534	35.00	18,690.00
12	6" Graded Aggregate Base	SY	534	22.50	12,015.00
13	12" Stabilized Subgrade	SY	1050	4.00	4,200.00
14	Fill Embankment	LS	1	7,500	7,500.00
15	Unsuitable Material Removal and Replacement	LS	1	10,500	10,500.00
16	Select Backfill (See 3.6 on sheet CT5)	LS	1	7,500	7,500.00
17	Establishing Grade	SY	2,200	5.00	11,000.00
18	Bahia Sod	SY	2,200	4.50	9,900.00
19	3" Top Soil	SY	1,600	3.00	4,800.00
20	Armoring (Armor-Flex or Engineer Approved Equal)	SY	650	97.00	63,050.00
21	Rip-Rap (18") Underlain with Filter Fabric	SY	150	95.00	14,250.00
22	Bridge Assembly and Installation (BridgeCor Metal Arch or Engineer Approved equal)	LS	1	220,100	220,100.00
23	Concrete Footings	CY	134	550.	73,700.00
24	18"x18" Concrete Pilings	LF	1,000	85.	85,000.00
25	PDA Testing	LS	1	5350.	5,350.00
26	Gravity Wall	CY	15	550.	8,250.00
27	Slope Collar	CY	15	550.	8,250.00

Total Price
\$ 661,403.90

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number L0800085970

Occupational License No. 17-00003744

Florida DBPR Contractor's License, Certification and/or Registration No. CGC 1518187

Type of Contractor's License, Certification and/or Registration Certified General

Expiration Date: _____

Person to contact regarding this bid

Branch McClendon

850-622-1434

branchmcclendon@gmail.com

Person to contact for emergency service:

Branch McClendon

Phone 850-699-3716

Email branchmcclendon@gmail.com

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The work shall be substantially completed within **one-hundred and fifty (150)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above **one-hundred and eighty (180)** within consecutive calendar days from the date of Notice to Proceed. **Liquidated damages of \$1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RBM Contracting Services, LLC
P.O. Box 2174
Santa Rosa Beach, FL 32459

SURETY:

(Name, legal status and principal place of business)

United States Surety Company
20 West Aylesbury Rd.
Timonium, MD 21093

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Escambia County Board of County Commissioners
213 Palafox Place, 2nd Floor, Room 11.101
Pensacola, FL 32502

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Jamesville Road Coffee Creek Bridge Replacement
Solicitation Number: PD 15-16.107

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of October, 2016

(Witness)

(Witness) Anita Waters, Account Manager

RBM Contracting Services, LLC

(Principal)

(Seal)

By:

(Title)

managing member

United States Surety Company

(Surety)

(Seal)

By:

(Title)

James N. Congello, Attorney-in-Fact

Surety Phone No. 813-282-1938

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

James C. Congelio or James N. Congelio

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Twenty Five Million***** Dollars (\$ **25,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

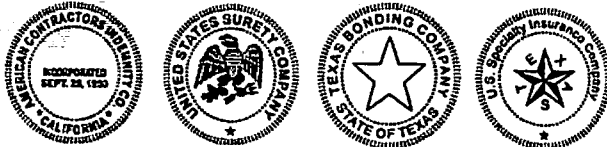
Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

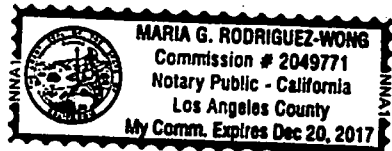
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

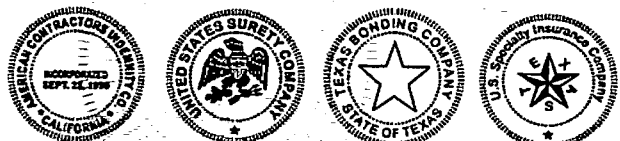
Signature *[Signature]* (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of October, 2016.

Corporate Seals



Bond No. _____
Agency No. 16866

[Signature]

Kio Lo, Assistant Secretary

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Kant Kopy K1
Security Paper

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- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
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Kant Kopy K1
Security Paper

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County, FL. B.o.c.e.
(print name of the public entity)

by Melinda A. Smith, Manager Member
(print individual's name and title)

for RBM Contracting Services, LLC
(print name of entity submitting sworn statement)

whose business address is

P.O. Box 2174, Santa Rosa Beach, FL 32459

and (if applicable) its Federal Employer Identification Number (FEIN) is:

26-3312611

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: n/a)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

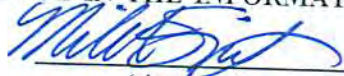
- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

No Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

No The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

No The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(signature)

Sworn to and subscribed before me this 24 day of October, 20 16

Personally known

OR produced identification _____

(Type of identification)

Notary Public - State of Florida

My commission expires _____

(Printed typed or stamped commissioned name of notary public)



Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that RBM Contracting Services, LLC does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Matt Brier
Offeror's Signature

10/24/16
Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
 Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: N/A

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: L08000085970

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Melinda A. Smith Secretary: _____
Vice President: _____ Treasurer: _____
Director: Managing Member Director: _____
Other: 100% Ownership Other: _____

Name of Corporation (As used in Florida):
RBM Contracting Services, LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: PO Box 2174
City, State Zip: Santa Rosa Beach, Fl. 32459
Street Address: 15199 Business Hwy 331
City, State, Zip: Freeport, Fl. 32439

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: 26-3312611
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Branch McClendon E-mail:
branchmclendon@gmail
Telephone Number: 622-1434 Facsimile Number: 835-1357

Name of individual who will sign the instrument on behalf of the company:
Melinda A. Smith, Managing Member
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

Melinda A. Smith
(Spelled exactly as it would appear on the instrument)

Managing Member
Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

WALTON COUNTY CONTRACTOR LICENSE

Date: August 5, 2016

Name: MCCLENDON, ROBERT BRANCH
P.O. BOX 2174
SANTA ROSA BEACH FL 32459

Company Name: R B M CONTRACTING SERVICES LLC

Type of License: GENERAL CONTRACTOR - C

License #: 17-00003744 Expiration Date: August 31, 2017

State #: CGC1518187 08/31/18




Office Manager
Or Authorized Signature

Walton County Contractor License

Name: MCCLENDON, ROBERT BRANCH
Address: P.O. BOX 2174
SANTA ROSA BEACH FL 32459



Company Name: R B M CONTRACTING SERVICES LLC

Type of License: GENERAL CONTRACTOR - C
License #: 17-00003744 Expiration Date: August 31, 2017

State #: CGC1518187 08/31/18

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Document Number

Florida Limited Liability Company

R B M CONTRACTING SERVICES, LLC

Filing Information

Document Number	L08000085970
FEI/EIN Number	26-3312611
Date Filed	09/09/2008
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/16/2010
Event Effective Date	NONE

Principal Address

330 THOMPSON DRIVE
SANTA ROSA BEACH, FL 32459

Changed: 04/02/2012

Mailing Address

P.O. BOX 2174
SANTA ROSA BEACH, FL 32459

Changed: 03/18/2013

Registered Agent Name & Address

SMITH, MELINDA A
330 THOMPSON DRIVE
SANTA ROSA BEACH, FL 32459

Name Changed: 03/18/2013

Address Changed: 04/02/2012

Authorized Person(s) Detail

Name & Address

Title MGRM

SMITH, MELINDA A
330 THOMPSON DRIVE
SANTA ROSA BEACH, FL 32459

Annual Reports

Report Year	Filed Date
2014	02/20/2014
2015	03/11/2015
2016	03/02/2016

Document Images

03/02/2016 -- ANNUAL REPORT	View image in PDF format
03/11/2015 -- ANNUAL REPORT	View image in PDF format
02/20/2014 -- ANNUAL REPORT	View image in PDF format
04/24/2013 -- ANNUAL REPORT	View image in PDF format
04/02/2012 -- ANNUAL REPORT	View image in PDF format
04/25/2011 -- ANNUAL REPORT	View image in PDF format
07/16/2010 -- LC Amendment	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
08/06/2009 -- ANNUAL REPORT	View image in PDF format
09/09/2008 -- Florida Limited Liability	View image in PDF format



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**MCCLENDON, ROBERT BRANCH
R B M CONTRACTING SERVICES LLC
PO BOX 2174
SANTA ROSA BEACH FL 32459**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC1518187 ISSUED: 07/13/2016

**CERTIFIED GENERAL CONTRACTOR
MCCLENDON, ROBERT BRANCH
R B M CONTRACTING SERVICES LLC**

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018
L1607130000944

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC1518187	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



**MCCLENDON, ROBERT BRANCH
R B M CONTRACTING SERVICES LLC
PO BOX 2174
SANTA ROSA BEACH FL 32459**



ISSUED: 07/13/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607130000944

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

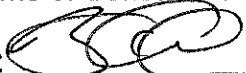
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:  Date: 10/25/16 Authorized Signature

Title: General Manager

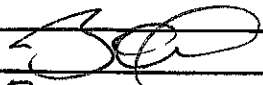
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c} <u>N/A</u>	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: <u>N/A</u>	
6. Federal Department/Agency: <u>N/A</u>	7. Federal Program Name/Description: CFDA Number, if applicable: _____ <u>N/A</u>	
8. Federal Action Number, if known: <u>N/A</u>	9. Award Amount, if known: \$ _____ <u>N/A</u>	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <u>N/A</u>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Branch McClelland</u> Title: <u>General Manager</u> Telephone No.: <u>850-622-1434</u> Date: <u>10/25/12</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT K
JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT
SPECIFICATION PD 15-16.107

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS –NEXT
PAGE**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By:  Date: 10/25/16
Authorized Signature

Title: General Manager

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Branch McClellan General Manager WITNESS: [Signature]
NAME AND TITLE PRINTED

BY: [Signature] WITNESS: [Signature]
SIGNATURE

Executed on this 25 day of October, 2016

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11356 County Attorney's Report **14. 1.**
BCC Regular Meeting Action

Meeting Date: 11/17/2016

Issue: Offering Open Government Training to any Escambia County Franchised Water Utility

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Offering Open Government Training to Any Escambia County Franchised Water Utility

That the Board authorize the County Attorney's Office to offer open government training to any Escambia County franchised water utility that will accept that offer, without establishing an attorney-client relationship with any of those utilities, as discussed by the Board at it Committee of the Whole Workshop on November 10, 2016.

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.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11363 **County Attorney's Report** **14. 2.**
BCC Regular Meeting **Action**
Meeting Date: 11/17/2016
Issue: Scheduling an Attorney/Client Session on December 8, 2016 to Discuss Pending Litigation
From: Charles Pepler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on December 8, 2016 at 3:45 p.m. to Discuss Pending Litigation in the Cases of Ernest Wulzer and Rebecca Wulzer v. Escambia County, FL, Case No. 2004 CA 001431 and Ernest C. Wulzer, et al. v. Escambia County, Case No. 2014 CA 000957

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 December 8, 2016 at 3:45 p.m.; and
- B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, November 26, 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 Ernest Wulzer and Rebecca Wulzer v. Escambia County, FL, Case No. 2004 CA 001431 and Ernest C. Wulzer, et al. v. Escambia County, Case No. 2014 CA 000957, in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, December 8, 2016 at 3:45 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Charles V. Pepler, Deputy County Attorney and a certified court reporter will attend the attorney/client session.

BACKGROUND:

To be provided to the Board at the attorney/client session.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11362

County Attorney's Report 14. 1.

BCC Regular Meeting

Discussion

Meeting Date: 11/17/2016

Issue: Settlement Agreement Resolving Pending Legal Issues in the Innerarity Island Development Corporation Cases 2014 CA 000237 and 2014 CA 002103

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Settlement Agreement Resolving Pending Legal Issues in the Innerarity Island Development Corporation Cases 2014 CA 000237 and 2014 CA 002103

That the Board authorize the Chairman to sign a settlement agreement resolving pending legal issues in the following cases:

A. Escambia County v. Innerarity Island Development Corporation (IIDC), Case No.: 2014 CA 000237; and

B. Escambia County v. Kathy Collins & IIDC, Case No.: 2014 CA 002103.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

A proposed Settlement Agreement is being recommended by Charles V. Peppler, Deputy County Attorney and Attorney Sally B. Fox, representing Escambia County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.
