

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 – June 8, 2017 – 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 Barry.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the Proclamation commending and congratulating Judy H. Witterstaeter, Agenda Program Coordinator with the County Administrator's Office, on her selection as "Employee of the Month" for June 2017.

7. 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.

8. 5:31 p.m. Public Hearing for consideration of the vacation of a portion of unopened right-of-way off Arthur Brown Road, on the Board's own Motion.

Recommendation: That the Board take the following action concerning the Vacation of a portion of unopened right-of-way off Arthur Brown Road:

A. Approve or deny the vacation of a portion of unopened right-of-way (approximately 0.16 acres) off Arthur Brown Road;

B. Adopt the Resolution to Vacate; and

C. 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.

[Funding Source: Fund 175, "Transportation Trust Fund, Account 211602/54901]

9. Committee of the Whole Workshop/Homeless Summit Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole, at the May 31, 2017, Committee of the Whole Workshop/Homeless Summit:

A. Engage the public to think of how to properly give "and not just panhandling," and use the County's Community & Media Relations Department to get that message out;

B. Request that any agency that the County funds to comply with working together with the HMIS system (Homeless Management Information System), and look at opportunities to connect other homeless organizations that do not receive government funding to connect to the system; and

C. Agree that the Board is open to evaluating infrastructure opportunities to participate in and that the County is not in any way going to run that programming.

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of Attorney-Client Transcripts

That the Board accept, for filing with the Board's Minutes, transcripts of the following Attorney-Client Sessions of the Board of County Commissioners, provided to the Clerk to the Board's Office (backup is available for review in the Clerk to the Board's Office):

DATE	CASE(S)
January 10, 2008	Solbourne Computer, Inc., vs. Escambia County
March 13, 2008	Rapid Management Company vs. Board of County Commissioners, Escambia County, Florida
April 17, 2008	Roads, Inc., of NWF vs. Escambia County
May 15, 2008	Roads, Inc., of NWF vs. Escambia County
July 10, 2008	Escambia County vs. Allied Waste Services of North America, LLC
July 30, 2008	Escambia County vs. Allied Waste Services of North America, LLC
September 4, 2008	Escambia County, Florida vs. SmartCop, Inc.
October 2, 2008	Department of Community Affairs, et al. vs. Escambia County, et al.
December 3, 2008	Escambia County, Florida vs. SmartCop, Inc.
December 11, 2008	Escambia County vs. Allied Waste Services of North America, LLC

January 22, 2009	Carl and Sharon Gilbert vs. Harry R. McNesby, et al.; and Robert and Sharon Mandel vs. Harry R. McNesby, et al.
February 19, 2009	Escambia County vs. McCall & Associates, Inc.
March 19, 2009	Escambia County vs. Allied Waste Services of North America, LLC
March 19, 2009	Escambia County vs. McCall & Associates, Inc.
April 30, 2009	Escambia County vs. Allied Waste Services of North America, LLC
July 23, 2009	Pensacola Bay Fishing Bridge, Inc. vs. Escambia County
September 10, 2009	Carl and Sharon Gilbert vs. Harry R. McNesby, et al.
October 8, 2009	Escambia County vs. McCall & Associates, Inc.
November 19, 2009	Rapid Management Company vs. Board of County Commissioners, Escambia County, Florida
June 17, 2010	J. Steven Ford, et al. vs., Escambia County, Florida
July 22, 2010	J. Steven Ford, et al. vs., Escambia County, Florida
November 9, 2010	Department of Community Affairs vs. Escambia County
December 16, 2010	Department of Community Affairs vs. Escambia County
January 13, 2011	Pensacola Bay Fishing Bridge vs. Escambia County
April 7, 2011	Douglas E. and Sherry F. Wager vs. Escambia County
December 8, 2011	Theresa Lynn Urbaniak vs. Escambia County Emergency Medical Services; Roy M. Stallworth vs. Escambia County Emergency Medical Services; and Robert Mark Herrmann vs. David Morgan, et al.
December 15, 2011	Escambia County vs. Zachary Company of NW FL, LLC
January 12, 2012	Forrest Gibbs vs. Grover Robinson, IV, Marie Young, and Kevin White
March 15, 2012	Jessica Imholz, et al. vs. Florida Department of Transportation, et al.

September 17, 2012	Escambia County vs. McCall & Associates, Inc.
November 1, 2012	Escambia County vs. McCall and Associates, Inc. Architects, et al.
February 18, 2014	Knowhow Group USA, Inc., et al. vs. Escambia County Board of County Commissioner, et al.
May 7, 2015	Clifton Underwood vs. Escambia County, FL
June 2, 2015	Clifton Underwood vs. Escambia County, FL; and Barney Cash and Irene Cash vs. Escambia County
June 25, 2015	Escambia County vs. Innerarity Island Development Authority and ECUA; and Escambia County vs. Innerarity Island Development Authority and Kathy Collins
July 7, 2015	Escambia County vs. Innerarity Island Development Authority and ECUA; and Escambia County vs. Innerarity Island Development Authority and Kathy Collins
October 8, 2015	Kenneth Eugene Simmons vs. Escambia County
June 2, 2016	Carolyn Davis vs. Escambia County, Florida
August 4, 2016	Carolyn Davis vs. Escambia County; Jody Nix vs. Escambia County; Escambia County vs. Innerarity Island Development Corporation and Kathy Collins, as Personal Representative of the Estate of Fayette Dennison; and Escambia County vs. Innerarity Island Development Corporation
September 1, 2016	Tiffany Jackson, as Personal Representative for the Estate of Chad Day vs. Escambia County

2. Recommendation Concerning Documents Provided for Filing with the Board's Minutes

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

A. *The Amendment to the Agreement for Professional Consulting Services (PD 02-03.079)*, approved by the Board on November 5, 2015;

B. *The State of Florida, Florida Fish and Wildlife Conservation Commission, Amendment No. 1 to Agreement*, FWC Contract No. 14097, executed by the Chairman on March 2, 2017, based on the Board's action of January 21, 2016, authorizing the Chairman to sign subsequent documents related to the acceptance, execution, reporting, and no-cost time extensions to implement the Agreement, for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, without further Board action; and

C. *The Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Butler & Associates of Pensacola, Inc., for Professional Services as Governed by Florida Statute 287.055 (PD 02-03.079)*, approved by the Board on September 1, 2016.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop/Homeless Summit held February 23, 2017;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 11, 2017;

C. Approve the Minutes of the Attorney-Client Session held May 22, 2017;

D. Approve the Minutes of the Special Board Meeting held May 22, 2017;

E. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 25, 2017;

F. Approve the Minutes of the Regular Board Meeting held May 25, 2017; and

G. Approve the Minutes of the Special Board Meeting held May 30, 2017.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3 and 4 Regarding Clustering Dwelling Units

That the Board of County Commissioners (BCC) cancel the 5:45 p.m., Public Hearing to review and adopt an Ordinance amending the Land Development Code (LDC), Chapters 3 and 4, to establish conditions for the clustering of dwelling units when avoiding significant protected resources.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

July 6, 2017

A. 5:45 p.m. - A Public Hearing to amend the official Zoning Map to include the following Rezoning Case that was heard by the Planning Board on June 6, 2017.

Case No.:	Z-2017-05
Address:	517 W Detroit Boulevard
Property Reference No.:	22-1S-30-2300-000-007
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Lisa Heaton and Billy Smith, Jr. with LB Electric Services, LLC, Owners

B. 5:46 p.m. - A Public Hearing - Dog Friendly Dining Ordinance

Summary: An Ordinance to establish provisions for authorizing public food service establishments to offer outdoor areas for dog-friendly dining as an accessory use to those establishments.

C. 5:47 p.m. - A Public Hearing - Beach Mouse Assessment Ordinance

Summary: An Ordinance to modify assessment for Perdido Key beach mouse.

D. 5:48 p.m. - A Public Hearing - Opting Out of the Sector Plan and Assigning a Future Land Use Category - Highway 29 and Neal Road - OSP-2017-01 (second of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Development Services Department - Horace L. Jones, Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department for all items of equipment, which are described and listed on the Request Form, with the reasons for disposition stated. The items are to be auctioned as surplus or disposed of properly.

2. Recommendation Concerning the Escambia HOME Consortium Re-qualification for Federal Fiscal Years 2018-2020 - Tonya Gant, Neighborhood & Human Services Director

That the Board acknowledge the continuing participation of the City of Pensacola, Santa Rosa County, and the City of Milton in the Escambia HOME Consortium through the HOME Consortium Re-qualification for Federal Fiscal Years 2018-2020 and authorize staff to notify the U.S. Department of Housing and Urban Development (HUD) that no changes are being made to the Consortium Membership or Agreement.

3. Recommendation Concerning the Florida-Alabama Transportation Planning Organization Fiscal Year 2019-2023 Project Priorities - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Florida-Alabama Transportation Planning Organization Fiscal Year 2019-2023 Project Priorities:

A. Review and approve the recommended changes to the Florida-Alabama (FL-AL) Transportation Planning Organization (TPO) Fiscal Year (FY) 2019-2023 Project Priorities (included in Background Section); and

B. Direct Public Works staff to submit the recommended changes to TPO staff prior to the June 20, 2017, deadline.

4. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 4th of July Celebration with Fireworks Display to Be Discharged from Behind the Flora-Bama Lounge on the Gulf Side of Perdido Key, from 9:00 p.m., to 11:00 p.m. - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the 4th of July Celebration with Fireworks Display to be held behind the Flora-Bama Lounge, Gulf Side of Perdido Key, from 9:00 p.m., through 11:00 p.m., Tuesday, July 4, 2017.

5. Recommendation Concerning the Scheduling of a Public Hearing for the Estates at Griffith Park Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on June 22, 2017, at 5:31 p.m., to consider adoption of an Ordinance creating the Estates at Griffith Park Street Lighting Municipal Services Benefit Unit (MSBU).

6. Recommendation Concerning the Scheduling of a Public Hearing for the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on June 22, 2017, at 5:32 p.m., to consider adoption of an Ordinance creating the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Services Benefit Unit (MSBU).

7. Recommendation Concerning the Scheduling of a Public Hearing for the Robert's Ridge Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on June 22, 2017, at 5:33 p.m., to consider adoption of an Ordinance creating the Robert's Ridge Street Lighting Municipal Services Benefit Unit (MSBU).

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida - Catherine A. White, Director of Case Management

That the Board take the following action concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida:

A. Approve the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator position as outlined in Exhibit "A" of the Agreement; and

B. Authorize the Chairman to sign the Agreement and any amendments, requests for payment, or other related documents as may be required.

[The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the \$65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit "A" of the Agreement.]

2. Recommendation Concerning Multi-family Housing Revenue Bonds for Delphin Downs Affordable Housing Development - Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding \$6,800,000 multi-family housing revenue bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority") to be used to finance or refinance the Delphin Downs Apartments located at 1717 West Cervantes Street in Pensacola, Florida (as described in the Background of the Recommendation).

3. Recommendation Concerning Amendment to the 2010, 2013, 2014, 2015, and 2016 Annual Action Plans for the Community Development Block Grant Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning an Amendment to the 2010, 2013, 2014, 2015, and 2016 Annual Action Plans for the Escambia County Community Development Block Grant (CDBG) Program:

A. Approve an Amendment to the 2010, 2013, 2014, 2015, and 2016 Annual Action Plans for the Escambia County CDBG Program, reallocating \$386,986.44 in funds; and

B. Authorize the County Administrator to sign the Amendment.

[Funding: Fund 129/2010 CDBG, Cost Center 370214; 2013 CDBG, Cost Center 370218; 2014 CDBG, Cost Center 370221; 2015 CDBG, Cost Center 370222; and 2016 CDBG, Cost Center 370228]

4. Recommendation Concerning Support for a Study for Cost of Homelessness in Escambia and Santa Rosa Counties - Tonya Gant, Neighborhood & Human Services Director

That the Board authorize \$2,000 to partially support a Study for Cost of Homelessness in Escambia and Santa Rosa Counties by the University of West Florida.

[Funding: Fund 129/2014 CDBG, Cost Center 370219]

5. Recommendation Concerning Change Order #2 on Contract PD 15-16.098 for the Montclair Sidewalks Project Phase 2 -Tonya Gant, Neighborhood & Human Services 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 15-16.098, for Construction Services for the Montclair Sidewalks Project Phase 2, to Roads, Inc. of NWF:

Department:	Neighborhood and Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	\$76,656.74
Vendor:	Roads Inc., of NWF
Project Name:	Montclair Sidewalks Phase 2
Contract:	PD 15-16.098
P.O. No.:	170791
C.O. No:	2
Original Award Amount:	\$529,579.45
Cumulative Amount of Change Orders through this C.O.:	\$76,656.74
New Contract Total:	\$606,236.19

[Funding: Fund 129, 2015 CDBG, Cost Center 370224]

6. Recommendation Concerning Myrtle Grove Phase 1 Neighborhood Improvement Project Street Lighting Contract - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Myrtle Grove Phase 1 Neighborhood Improvement Project Street Lighting Contract:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Myrtle Grove area for \$450,704.44; and

B. Authorize the Chairman or Vice Chairman to sign the Contract.

[Funding: Fund 129/2016 CDBG, Cost Center 370228-\$54,153.42; 2015 CDBG, Cost Center 370222-\$62,575.71; 2014 CDBG, Cost Center 370221-\$200,000; 2013 CDBG, Cost Center 370218-\$125,000; 2011 CDBG, Cost Center 370216-\$27.73; 2011 CDBG, Cost Center 370215-\$6,737.50; and 2010 CDBG, Cost Center 370214-\$2,210.08]

7. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign a Task-Order-Based Continuing Contract to Dalrymple Sallis Architecture, LLC, professional architect, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual and project basis]

8. Recommendation Concerning the Amendment to Agreement for Escambia County Correctional Department Uniforms PD 13-14.048 -Tamyra Jarvis, Corrections Department Director

That the Board approve and authorize the Chairman to execute the Amendment of Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048 between Galls, LLC, and Escambia County, Florida. Pursuant to paragraph 5 of the Agreement, Galls, LLC, has requested a 2.5% price adjustment on 9 of the 25 items covered by the Agreement. The increase is directly related to increased costs from suppliers and changes to market conditions affecting labor, utility, and shipping costs.

[Funding is available to cover this increased cost in General Fund 001; Jail Detention Cost Center 290401; Object Code 55201]

9. Recommendation Concerning the Authorization for the Acquisition of Real Property for the Jackson Creek Restoration Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action to give further direction regarding the acquisition of 13 real properties located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle, owned by John and Carol Pepper (Trustees for Pepper Living Trust), for the Jackson Creek Restoration Project:

A. Authorize staff to make an offer to property owners John and Carol Pepper (Trustees for Pepper Living Trust) for the following 13 properties, for the total appraised value of \$61,300. Any counteroffer will be brought back before the Board for approval;

Parcel ID	Address	Parcel Size	Market Value
37-2S-30-3400-008-002	100 Block of Citrus Street	0.21 acre	\$4,700
37-2S-30-3400-007-002	102 Citrus Street	0.41 acre	\$8,100
37-2S-30-3400-006-002	100 Block of Citrus Street	0.22 acre	\$4,300
37-2S-30-3400-005-002	100 Block of Citrus Street	0.17 acre	\$4,500
37-2S-30-3400-021-002	3 Beth Circle	0.22 acre	\$4,300
37-2S-30-3400-020-002	4 Beth Circle	0.29 acre	\$4,600
37-2S-30-3400-019-002	5 Beth Circle	0.21 acre	\$3,300
37-2S-30-3400-018-002	6 Beth Circle	0.33 acre	\$5,200
37-2S-30-3400-017-002	7 Beth Circle	0.25 acre	\$4,000
37-2S-30-3400-032-002	2 Danbury Circle	0.24 acre	\$4,600
37-2S-30-3400-031-002	3 Danbury Circle	0.22 acre	\$3,400
37-2S-30-3400-030-002	Danbury Circle	0.27 acre	\$4,300
37-2S-30-3400-028-002	Danbury Circle	0.23 acre	\$6,000

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (13 parcels; approximately 3.27 acres), located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle, and bring the executed Contract back before the Board; and

C. Authorize the County Attorney's Office to prepare, and the Chairman, or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of these properties without further action of the Board (if the purchase is approved).

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project

10. Recommendation Concerning the Florida Department of Environmental Protection Agreement for the Design and Permitting of the Bayou Chico Contaminated Sediment Removal Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Florida Department of Environmental Protection (DEP) Agreement No. RES02 relating to a Gulf Coast Ecosystem Restoration Council Grant Award for the Bayou Chico Contaminated Sediment Removal Project:

A. Approve the DEP Agreement No. RES02, in the amount of \$335,510, for design and permitting of the Bayou Chico Contaminated Sediment Removal Project; and

B. Authorize the Chairman to sign the Agreement and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

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

Paragraph 33, (page 18 of 19), last sentence, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA]

Note: There is no County match required under the Agreement.

COUNTY ATTORNEY'S REPORT

I. For Discussion

1. Recommendation Concerning Request for Code Enforcement Lien Relief - Cassandra Horne

That the Board consider a request from Cassandra Horne for relief from a code enforcement lien on property near Sir Horne Drive.

II. For Information

1. Recommendation Concerning *Benjamin D. Love v. Escambia County Board of County Commissioners*; DOAH Case No.: 17-0564

That the Board accept for information the attached Order of Administrative Law Judge Yolanda Y. Green, State of Florida, Division of Administrative Hearings in the matter of *Benjamin D. Love v. Escambia County Board of County Commissioners Case No. 17-0564* in which Judge Green found in favor of Escambia County and held that the County did not violate the Florida Civil Rights Act of 1992 and is not liable to Mr. Love for any damages.

11. Items added to the agenda.
12. Announcements.
13. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12326

Proclamations 6.

BCC Regular Meeting

Meeting Date: 06/08/2017

Issue: Adoption of Proclamation

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the Proclamation commending and congratulating Judy H. Witterstaeter, Agenda Program Coordinator with the County Administrator's Office, on her selection as "Employee of the Month" for June 2017.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Proclamation

PROCLAMATION

WHEREAS, Escambia County Ordinance 83-17 established the "Employee of the Month Program" to recognize one employee to represent Escambia County; and

WHEREAS, Judy H. Witterstaeter, Agenda Program Coordinator with the County Administrator's Office, began her employment with the County on July 22, 2003, and is selected as the "Employee of the Month" for June 2017; and

WHEREAS, Mrs. Witterstaeter is being recognized for her incredible work ethic, her friendly and courteous personality, her willingness to work late to get the job done, and her dedication to Escambia County; and

WHEREAS, Mrs. Witterstaeter prepares the County Administrator's Report and the Committee of the Whole Agenda from the Recommendations submitted by the Departments; and

WHEREAS, Mrs. Witterstaeter always goes "Above and Beyond" to make sure that the information on the Recommendations submitted for the Board of County Commissioners' Agendas is accurate and in the proper format. This requires her to contact various County Departments and to work through any issues on the Recommendations or in the backup documentation prior to the Board's Agendas being published. She has received many compliments from her peers for her "keen eye" and attention to detail; and

WHEREAS, Mrs. Witterstaeter facilitates the Agenda Review Session with the Commissioners and the Department Directors on the morning of the Board of County Commissioners' Meeting and provides support on the dais to the Commissioners and the County Administrator during the Board Meetings.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mrs. Judy H. Witterstaeter on her selection as the "Employee of the Month" for June 2017.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: June 8, 2017



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12315

Public Hearings 8.

BCC Regular Meeting

Meeting Date: 06/08/2017

Issue: 5:31 p.m. Public Hearing - Vacate a Portion of Unopened Right-of-Way off Arthur Brown Road

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the vacation of a portion of unopened right-of-way off Arthur Brown Road, on the Board's own Motion.

Recommendation: That the Board take the following action concerning the Vacation of a portion of unopened right-of-way off Arthur Brown Road:

A. Approve or deny the vacation of a portion of unopened right-of-way (approximately 0.16 acres) off Arthur Brown Road;

B. Adopt the Resolution to Vacate; and

C. 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.

[Funding Source: Fund 175, "Transportation Trust Fund, Account 211602/54901]

BACKGROUND:

Arthur Brown Road, located in the Walnut Hill Community, extends west off State Highway 97. Staff is requesting that the County Vacate any interest the County has in a portion of unopened right-of-way located off the north side of Arthur Brown Road, just west of Kansas Road. The area to be Vacated is shown as Alabama Avenue, per recorded plat of The McMillan Mill Company's Addition to Walnut Hill recorded in Deed Book 79, Page 484. There are only two property owners abutting the area to be vacated, each having access to his/her property from Arthur Brown Road.

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

Notifications were sent to the surrounding property owners within a 500' radius.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation. Funding Source: Fund 175, "Transportation Trust Fund, Account 211602/54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Resolution

Notice of Adoption

Proof of Publication

Certification of Owners 500 feet

Map

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, the Board of County Commissioners of Escambia County, Florida, on the Board's Own Motion and pursuant to Section 336.10, Florida Statutes and Vacation Policy – Section III (A) of the Board of County Commissioners Policy Manual, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, more or less.

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, the Board of County Commissioners, have caused to be published on May 9, 2017, 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 5:32 p.m. on Thursday, May 25, 2017 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;

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, more or less.

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 _____
D. B. Underhill, 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 May 25, A.D., 2017, 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:

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:
Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, more or less.

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

Dated this 25th day of May, A.D., 2017.

Board of County Commissioners
Escambia County, Florida

~~Kayla Meador~~ Kayla Meador
DEVELOPMENT SVCS DEPT/LEGALS
3363 WEST PARK PLACE
DEVELOPMENT SERVICES DEPARTMENT
PENSACOLA FL 32505

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF PUBLIC HEARING

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

05/09/17

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

Sworn to and Subscribed before me this 9th of May 2017, by Brittini Lynne Pennington who is personally known to me,

Affiant

Mark Dee Kent
Notary Public for the State of Florida
My Commission expires October 27, 2019

Publication Cost: \$274.98
Ad No: 0002123077
Customer No: PNJ-26700700

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

NOTICE OF PUBLIC HEARING ON 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.

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on **THURSDAY, MAY 25, 2017, at 5:32 PM**, in the Board of County Commissioner's meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Room 100, 221 Palafox Place, Pensacola, Florida, to consider the feasibility of vacating, closing, and abandoning the following described public road rights-of-way, alleyway or other land dedicated for public use:

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows: Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings - Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, more or less.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 420, Ernie Lee Magaha Government Building, 221 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Judy Witterstaeter at 595-4900 at least 72 hours in advance of the meeting.

Any person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based on.

Legal No. 2123077 1T May 9, 2017

NOTICE OF PUBLIC HEARING ON 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
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OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.

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Board of County Commissioners
Escambia County, Florida

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Legal No. 2123077 1T May 9, 2017

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

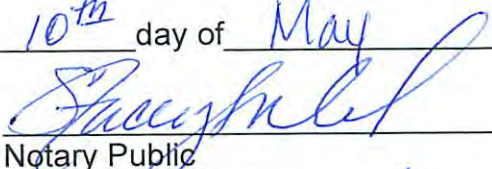
The undersigned hereby certifies that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated 4/24/17.


Kara Johnson, READ Technician

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Kara Johnson who is 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 10th day of May,
A.D., 20 17.


Notary Public

Stacey S. Ward
Print or type name

Commission Number:
Commission Expires:



LAWSON ETHEL 4/16 INT & 1240 CALDWELL DR PANAMA CITY, FL 32401	COMMUNITY HOUSE OF PRAYER PO BOX 405 MOLINO, FL 32577	SCHNEIDER JARROD & 929 GONZALEZ PARK DR CANTONMENT, FL 32533
BROWN KAREN E PITTS 5910 ARTHUR BROWN RD WALNUT HILL, FL 32568	ARDIS TONYA RENEE 6000 ARTHUR BROWN RD MCDAVID, FL 32568	TICHI THERESA D 9681 HWY 97 CENTURY, FL 32535
TICHI THERESA D 9681 HWY 97 CENTURY, FL 32535	FOUNTAIN GERALDINE & 6020 ARTHUR BROWN RD MCDAVID, FL 32568	FERRELL JOSEPH 200 JUNIPER ST MCDAVID, FL 32568
THAMES FLOYD PO BOX 2335 JONESBORO, GA 30237	MARSHALL TRACEY L 7060 HIGHWAY 97 MCDAVID, FL 32568	HIEBERT MARY 325 N WEDEL AVE MOUNDRIDGE, KS 67107
US BANK NATIONAL ASSOCIATION 1600 S DOUGLASS RD STE 200A ANAHEIM, CA 92806	BRADBERRY HARVEY JR 5761 STEWART RD MCDAVID, FL 32568	GENTRY BETTY L EST OF 5961 ARTHUR BROWN RD MCDAVID, FL 32568
MCGHEE CAROLE C 5841 ARTHUR BROWN RD WALNUT HILL, FL 32568	SMITH CAROLYN J 5750 STEWART RD MCDAVID, FL 32568	SOLOMON PRESTON F & AMELIA P 5681 MORGAN RD MCDAVID, FL 32568
BRADLEY ALVIN L & YVONNE 60 JUNIPER ST WALNUT HILL, FL 32568	BRADLEY PATRICK T 2486 REDFORD DR CANTONMENT, FL 32533	MALONE LILLIE BELL 5273 DRESDEN RD BIRMINGHAM, AL 35210
FRANKLIN JOHNNIE 557 KENT ST MOBILE, AL 36617	WILLIAMS ANNETTE 50 JUNIPER ST MCDAVID, FL 32568	BRADLEY GERTRUDE EST OF 60 JUNIPER ST MCDAVID, FL 32568

Arthur Brown Road



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 2/23/17 DISTRICT 5



6020 Arthur Brown Road (Left)
6000 Arthur Brown Road (Right)



Vacation area



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-12321

9.

BCC Regular Meeting

Meeting Date: 06/08/2017

Issue: C/W Workshop/Homeless Summit Recommendation

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

Recommendation:

Committee of the Whole Workshop/Homeless Summit Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole, at the May 31, 2017, Committee of the Whole Workshop/Homeless Summit:

- A. Engage the public to think of how to properly give "and not just panhandling," and use the County's Community & Media Relations Department to get that message out;
- B. Request that any agency that the County funds to comply with working together with the HMIS system (Homeless Management Information System), and look at opportunities to connect other homeless organizations that do not receive government funding to connect to the system; and
- C. Agree that the Board is open to evaluating infrastructure opportunities to participate in and that the County is not in any way going to run that programming.

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-12275

Clerk & Comptroller's Report 10. 1.

BCC Regular Meeting

Consent

Meeting Date: 06/08/2017

Issue: Acceptance of Attorney-Client Transcripts

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Attorney-Client Transcripts

That the Board accept, for filing with the Board's Minutes, transcripts of the following Attorney-Client Sessions of the Board of County Commissioners, provided to the Clerk to the Board's Office (backup is available for review in the Clerk to the Board's Office):

DATE	CASE(S)
January 10, 2008	Solbourne Computer, Inc., vs. Escambia County
March 13, 2008	Rapid Management Company vs. Board of County Commissioners, Escambia County, Florida
April 17, 2008	Roads, Inc., of NWF vs. Escambia County
May 15, 2008	Roads, Inc., of NWF vs. Escambia County
July 10, 2008	Escambia County vs. Allied Waste Services of North America, LLC
July 30, 2008	Escambia County vs. Allied Waste Services of North America, LLC
September 4, 2008	Escambia County, Florida vs. SmartCop, Inc.
October 2, 2008	Department of Community Affairs, et al. vs. Escambia County, et al.
December 3, 2008	Escambia County, Florida vs. SmartCop, Inc.
December 11, 2008	Escambia County vs. Allied Waste Services of North America, LLC
January 22, 2009	Carl and Sharon Gilbert vs. Harry R. McNesby, et al.; and Robert and Sharon Mandel vs. Harry R. McNesby, et al.

February 19, 2009	Escambia County vs. McCall & Associates, Inc.
March 19, 2009	Escambia County vs. Allied Waste Services of North America, LLC
March 19, 2009	Escambia County vs. McCall & Associates, Inc.
April 30, 2009	Escambia County vs. Allied Waste Services of North America, LLC
July 23, 2009	Pensacola Bay Fishing Bridge, Inc. vs. Escambia County
September 10, 2009	Carl and Sharon Gilbert vs. Harry R. McNesby, et al.
October 8, 2009	Escambia County vs. McCall & Associates, Inc.
November 19, 2009	Rapid Management Company vs. Board of County Commissioners, Escambia County, Florida
June 17, 2010	J. Steven Ford, et al. vs., Escambia County, Florida
July 22, 2010	J. Steven Ford, et al. vs., Escambia County, Florida
November 9, 2010	Department of Community Affairs vs. Escambia County
December 16, 2010	Department of Community Affairs vs. Escambia County
January 13, 2011	Pensacola Bay Fishing Bridge vs. Escambia County
April 7, 2011	Douglas E. and Sherry F. Wager vs. Escambia County
December 8, 2011	Theresa Lynn Urbaniak vs. Escambia County Emergency Medical Services; Roy M. Stallworth vs. Escambia County Emergency Medical Services; and Robert Mark Herrmann vs. David Morgan, et al.
December 15, 2011	Escambia County vs. Zachary Company of NW FL, LLC
January 12, 2012	Forrest Gibbs vs. Grover Robinson, IV, Marie Young, and Kevin White
March 15, 2012	Jessica Imholz, et al. vs. Florida Department of Transportation, et al.
September 17, 2012	Escambia County vs. McCall & Associates, Inc.
November 1, 2012	Escambia County vs. McCall and Associates, Inc. Architects, et al.

February 18, 2014	Knowhow Group USA, Inc., et al. vs. Escambia County Board of County Commissioner, et al.
May 7, 2015	Clifton Underwood vs. Escambia County, FL
June 2, 2015	Clifton Underwood vs. Escambia County, FL; and Barney Cash and Irene Cash vs. Escambia County
June 25, 2015	Escambia County vs. Innerarity Island Development Authority and ECUA; and Escambia County vs. Innerarity Island Development Authority and Kathy Collins
July 7, 2015	Escambia County vs. Innerarity Island Development Authority and ECUA; and Escambia County vs. Innerarity Island Development Authority and Kathy Collins
October 8, 2015	Kenneth Eugene Simmons vs. Escambia County
June 2, 2016	Carolyn Davis vs. Escambia County, Florida
August 4, 2016	Carolyn Davis vs. Escambia County; Jody Nix vs. Escambia County; Escambia County vs. Innerarity Island Development Corporation and Kathy Collins, as Personal Representative of the Estate of Fayette Dennison; and Escambia County vs. Innerarity Island Development Corporation
September 1, 2016	Tiffany Jackson, as Personal Representative for the Estate of Chad Day vs. Escambia County

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-12333

Clerk & Comptroller's Report 10. 2.

BCC Regular Meeting

Consent

Meeting Date: 06/08/2017

Issue: Documents Provided for Filing with the Board's Minutes

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Documents Provided for Filing with the Board's Minutes

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

A. *The Amendment to the Agreement for Professional Consulting Services (PD 02-03.079)*, approved by the Board on November 5, 2015;

B. *The State of Florida, Florida Fish and Wildlife Conservation Commission, Amendment No. 1 to Agreement*, FWC Contract No. 14097, executed by the Chairman on March 2, 2017, based on the Board's action of January 21, 2016, authorizing the Chairman to sign subsequent documents related to the acceptance, execution, reporting, and no-cost time extensions to implement the Agreement, for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, without further Board action; and

C. *The Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Butler & Associates of Pensacola, Inc., for Professional Services as Governed by Florida Statute 287.055 (PD 02-03.079)*, approved by the Board on September 1, 2016.

Attachments

20151105 CAR I-8

20160121 CAR 11-16

20160901 CAR II-20

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

7. Approving the *Request for Disposition of Property* Form for the Corrections Department, for the property which is described and listed on the Disposition Form, with reason for disposal stated.

8. Approving the form Amendment to the Agreement and authorizing the County Administrator to execute the Amendment to the Agreement for Professional Consulting Services (PD 02-03.079, Professional Services as Governed by Florida Statute 287.055), between Escambia County, Florida, and the following firms, amending:

Article 7, Paragraph 7.2 to read as follows: The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. The mutual agreement will be formalized by a the County providing written ~~change order to the task order issued by the County~~ notice to the Consultant.

Exhibit "A" to read as follows: "Fee Schedules" for the continuing contract shall be established based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines For Professional Services Contracts, which is incorporated by reference herein. ~~the following:~~

- ~~Maximum Overhead—168%~~
- ~~Maximum Profit—12%~~
- ~~Maximum FCCM—1.50%~~
- ~~Maximum Multiplier—301.66% (providing no single item above is exceeded)~~

~~Existing Hourly Rates for each firm (based on an audited or auditable financial package)~~

(Continued on Page 31)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

8. Continued...

Advanced Environmental Technologies, LLC
Alliance Design Group, P.A.
AMEC Environment & Infrastructure, Inc.
American Consulting Engineers of Florida, LLC
ARCADIS U.S., Inc.
Ascendant Solutions, LLC
Atkins North America, Inc.
Baskerville-Donovan, Inc.
Bay Design Associates Architects, PL
Bayside Consulting Group of Northwest Florida, LLC
Bellomo-Herbert and Company, Inc.
Berube Leonard, LLC
Biological Research Associates, LLC
Biome Consulting Group, LLC
Bosso-Imhof Environmental Services, Inc.
Broadway Engineering, P.A.
Buchart Horn, Inc.
Bullock Tice Associates, Inc.
Caldwell Associates Architects, Inc.
Cardno, Inc.
Choctaw Engineering, Inc.
Clemons, Rutherford & Associates, Inc.
Comprehensive Engineering Services, Inc.
Connely & Wicker, Inc.
CSA Group, Inc.
DAG Architects, Inc.
David W. Fitzpatrick, P.E., P.A.
Dell Consulting, LLC
Dyer, Riddle, Mills & Precourt, Inc.
Emerald Ocean Engineering

(Continued on Page 32)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

8. Continued...

Engineering & Planning Resources, P.C.
EnSafe, Inc.
Environmental and Geotechnical Specialists, Inc.
Environmental Consulting & Technology, Inc.
Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying
Florida Bridge and Transportation, Inc.
Geci & Associates Engineers, Inc.
Geographic Technologies Group, Inc.
Geosyntec Consultants, Inc.
Goodwyn, Mills and Cawood, Inc.
Greenhorne & O'Mara, Inc.
Grimail Crawford, Inc.
Gulf Breeze Consulting, Inc.
Gulf Civil Engineering, Inc.
Gulf Coast Architectural Group, Inc.
Gulf States Engineering, Inc.
Hammond Engineering, Inc.
Handex Consulting and Remediation - Southeast, LLC
Harvard Jolly Clees Toppe Architects, P.A.
Hatch Mott MacDonald Florida, LLC
HDR Engineering, Inc.
Heffernan Holland Morgan Architecture, P.A.
Herbert-Halback, Inc.
Hernandez & Swift Associates, Inc.
Hernandez Calhoun Design International, P.A.
H.M. Yonge & Associates, Inc.
HSA Consulting Group, Inc.
Humber Garick Consulting Engineers, Inc.
Infrastructure Engineers, Inc.
Innovative Waste Consulting Services, LLC

(Continued on Page 33)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

8. Continued...

Ivanco, Inc.
jehle-halstead, Inc.
JMA Engineering Services, Inc.
Joe DeReuil Associates, LLC
Jones Edmunds & Associates, Inc.
Kenneth Horne & Associates, Inc.
KHA Fra Engineering Consultants, Inc.
Kimley-Horn and Associates, Inc.
KJM Surveying, Inc.
Klocke & Associates, Inc.
LandMark Engineering and Land Planning, Inc.
Leidos, Inc.
Mehta and Associates, Inc.
MEP Engineering Solutions, Inc.
Merrill Parker Shaw, Inc.
Metric Engineering, Inc.
MRD Associates, Inc.
Municipal Engineering Services, Inc.
Neel-Schaffer, Inc.
Nobles Consulting Group, Inc.
NOVA Engineering and Environmental, LLC
Olsen Associates, Inc.
Peterson Engineering, Inc.
Preble-Rish, Inc.
Pittman, Glaze & Associates, Inc.
Premier Engineering Group, LLC
Professional Service Industries, Inc.
Quina Grundhoefer Architects, P.A.
Rebol-Battle & Associates, LLC
Reynolds, Smith and Hills, Inc.

(Continued on Page 34)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

8. Continued...

RSW of NW FL, Inc., d/b/a 360 Surveying Services
Sain Associates, Inc.
Sam Marshall Architects, P.A.
Schmidt Consulting Group, Inc.
Stearns, Conrad and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, Florida
Sigma Consulting Group, Inc.
Singhofen & Associates, Inc.
Southeastern Archaeological Research, Inc.
Southeastern Surveying and Mapping Corporation
Southern Site & Utility Design, Inc.
STOA International/Florida, Inc.
Strobel & Hunter, Inc.
Terracon Consultants, Inc.
The WIT Group, Inc.
Thompson Engineering, Inc.
TOWNES + architects, P.A.
URS Corporation Southern
VANUS, Inc.
Volkert, Inc.
Wetland Sciences, Inc.
WK Dickson & Co., Inc.
Wolf Riddle & Associates
Wood+Partners, Inc.

11/5/2015 CARI-8

**AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES (PD 02-03.079)**

THIS AMENDMENT TO THE AGREEMENT is entered into on November 5, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and Heffernan Holland Morgan Architecture, P.A., a [corporation] or [limited liability company] authorized to transact business in the State of Florida, whose address is 312 South Alcaniz Street, Pensacola, Florida 32502 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on December 110, 2006, the County entered into an agreement with the Consultant to perform services in connection with PD 02-03.079; and

WHEREAS, the Parties have mutually agreed to revise certain provisions of the agreement; and

WHEREAS, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Consultant agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Article 7, paragraph 7.2 is hereby amended to read as follows:

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. The mutual agreement will be formalized by a the County providing written ~~change order to the task order issued by the County~~ notice to the Consultant.

Date: 5-22-2017 Verified By: K. McLeod

3. That Exhibit "A" is amended to read as follows:

"Fee Schedules" for the continuing contract shall be established based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines For Professional Services Contracts, which is incorporated by reference herein. the following:

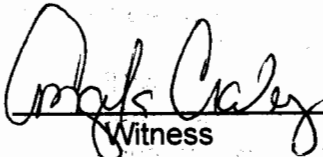
- ~~Maximum Overhead 168%~~
- ~~Maximum Profit 12%~~
- ~~Maximum FCCM 1.50%~~
- ~~Maximum Multiplier 301.66% (providing no single item above is exceeded)~~
- ~~Existing Hourly Rates for each firm (based on an audited or auditable financial package)~~

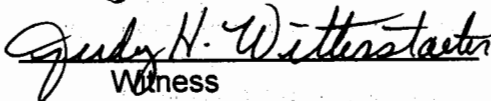
4. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.


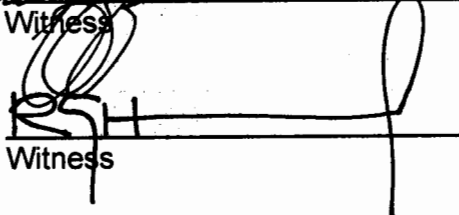
5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

6. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of the Agreement shall be in Escambia County, Florida.

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


Witness


Witness


Witness

Witness

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida


Jack R. Brown, County Administrator

Date: 10/14/16

CONSULTANT:

Heffernan Holland Morgan Architecture, P.A.


President

Date: 10-13-16

BCC Approved 11-5-2015

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

16. Taking the following action concerning a Grant Agreement for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, with the Florida Fish and Wildlife Conservation Commission (FWC) (Grant: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment [maximum reimbursement of 71%, not to exceed \$150,000]; Match: Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees [required match of 29% is \$61,267.61]):

- A. Approving the Grant Agreement between the State of Florida FWC and Escambia County, FWC Agreement No. 14097, for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, in the amount not to exceed \$150,000, from the date of execution through December 31, 2036; and
- B. Authorizing the Chairman to sign the Agreement and any subsequent documents related to the acceptance, execution, reporting, and no-cost time extensions to implement the Agreement, without further Board action.

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

*Paragraph 34, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE (Page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

*Paragraph 36, JURY TRIAL WAIVER (Page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of quantum meruit."

Additional Note: At its meeting on March 6, 2014 (CAR II-3), the Board approved applying for a Florida Boating Improvement Program Grant for the design, engineering, and permitting of a new public boat ramp on Perdido Bay, located in the 10800 Block of Lillian Highway.

1/21/2016 CARTE-116

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 14097, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the Escambia County Board of County Commissioners, FEID #59-6000598, whose address is 3363 West Park Place, Pensacola, Florida 32505, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement, as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. Section 3, of the Original Agreement, is hereby amended to read as follows:

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through December 31, 2037. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of July 1, 2015. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs may be eligible for reimbursement. Details of allowable expenses are included in Attachment A (Scope of Work). If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

2. Section 11, Notices and Correspondence, of the Original Agreement, is hereby amended to reflect a new Grant Manager and contact information for the Commission as follows:

Tim Woody
FBIP Program Administrator
Telephone: (850) 488-5600
Email: fbip@myFWC.com

3. Section 2A, of Attachment A, Scope of Work, is hereby amended to read as follows:

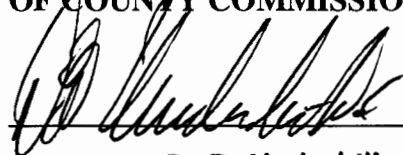
Term of Agreement: The term of the Agreement includes two phases: Phase I, Project Construction, and Phase II, Project Site Management. During Phase I, the Escambia County Board of County Commissioners (Grantee) shall complete the tasks and provide the deliverables described in this Scope of Work. **All Phase I tasks described herein must be completed by December 31, 2017.** During Phase II, which includes the remaining term of the Agreement, the Grantee shall maintain the project site as a recreational boating access facility open to the public on a first-come, first-served basis.

4. Amendment No. 1 to Federal Grant Award FL F-F16AF00135, "*Perdido Bay Public Boat Launch*" attached hereto, is made a part of the Amended Agreement as Attachment D-1.

All provisions of the Original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

**ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**



Name: D. B. Underhill, Chairman

Title: _____

Date: March 2, 2017

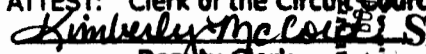
**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**



Name: ERIC SUTTON

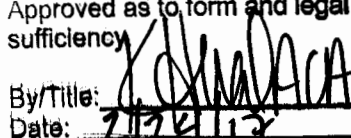
Title: ASSISTANT EXECUTIVE DIRECTOR

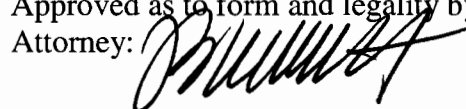
Date: 10 March 17

PAM CHILDERS
ATTEST: Clerk of the Circuit Court

Deputy Clerk



Approved as to form and legal
sufficiency

By/Title: 
Date: 2/24/17

Approved as to form and legality by FWC
Attorney: 

Name: Brandy Elliott

Date: 2/6/17

BCC Approved 01-21-2016

Amendment No. 1 to
U.S. Fish and Wildlife Service
Grant Agreement
FL F-F16AF00135



United States Department of the Interior

FISH AND WILDLIFE SERVICE

1875 Century Boulevard

Atlanta, Georgia 30345

JAN 10 2017

In Reply Refer To:
FWS/R4/WSFR

Mr. Nick Wiley, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
DUNS #: 838103893

Subject: Notice of Amendment No. 1 to: **FL F-F16AF00135**

Dear Mr. Wiley:

Your organization's application for an Amendment to the Federal financial assistance grant titled "*Perdido Bay Public Boat Launch*," submitted to the U.S. Fish and Wildlife Service (Service) CFDA Program (15.605) is approved effective December 15, 2016. This award is made under the authority of the Dingell-Johnson Sport Fish Restoration Act of 1950, 64 Stat. 430, as amended 16 U.S.C. 777-777; and 50 CFR Part 80-Administrative Requirements, Pittman Robertson Wildlife Restoration and Dingell-Johnson Sport Fish Restoration Act as amended July 24, 2008. For a complete list of this program's authorizing legislation, go to: <https://www.cfda.gov> and search by the CFDA Program number. This award is made based on the Service approval of your organization's application package hereby incorporated by reference into this award. The purpose of this Amendment is to extend the Period of Performance for an additional 12 months.

The performance period of this award is January 1, 2016, to June 30, 2018. If you need more time to complete project activities, you must submit an Amendment request to extend the performance period to the Wildlife and Sport Fish Restoration Program Chief at r4federalassistance@fws.gov before the end of the stated performance period (see *Performance Period Extensions* section in enclosure). Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see *Reporting Requirements* section in enclosure).

The table below documents the approved funding for this award, including the Federal share and non-Federal match:

Grant Award Action	Funding Subaccount	Federal Funds	Federal %	Matching Funds	Match %	Total Award
	9522	\$150,000	71.42%	\$60,000	28.57%	\$210,000
Amendment No. 1 extend PoP						
Revised Total		\$150,000	71.42%	\$60,000	28.57%	\$210,000

Prior Approvals: Recipients are required to request prior approvals for project and budget revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. See *Project and Budget Revisions* section in enclosure.

Reporting Requirements: Final financial (SF-425) and performance reports are required under this award. The report periods and due dates under this award for each report are:

Report Title	Report Period:	Due Date
Interim Financial and Performance Report	January 1, 2016 – December 31, 2016	March 31, 2017
Interim Financial and Performance Report	January 1, 2017 – December 31, 2017	March 31, 2018
Final Financial and Performance Report	January 1, 2018 – June 30, 2018	September 28, 2018

All Reports should be sent to: r4federalassistance@fws.gov. The TRACS number(s) for this grant is: **215593798**

Award Terms and Conditions: Acceptance of this financial assistance award carries with it the responsibility to be aware of and comply with the terms and conditions, attached, that are applicable to the award. This includes the Federal regulations that are applicable to Service awards; these terms and conditions for State, Local and Federally-recognized Indian Tribal Governments are found in the Service's *Financial Assistance Award Terms and Conditions* (see *Terms of Acceptance* in enclosure). In addition to the Terms of Acceptance, the Special Conditions below will apply to this grant award:

Approval Level: This Grant Award is approved at the Grant Level. Performance accomplishments should be tracked at this level, and reported on in the Final Performance Report. See *Reporting Requirements* section in enclosure for details.

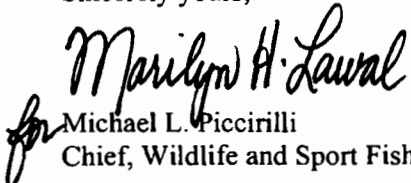
Accounting: Cost accounting is required at the grant Grant level(s). Your agency should track costs at this level and report them in the Final Financial Report.

Project Contacts:

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
Torre' Anderson US Fish & Wildlife Service 1875 Century Blvd, Suite 240 Atlanta, Georgia 30345 404.679.4168 Torre_Anderson@fws.gov	Deborah Furrow, Boating Access Coordinator Florida Fish and Wildlife Conservation Commission 620 S. Meridian Street Tallahassee, Florida 32399 850.617.9538 Deborah.Furrow@myfwc.com

Copies of the Grant Award documents have been e-mailed to your grant coordinator. Please contact me at (404) 679-4154 or Mr. Torre' Anderson at (404) 679-4168 if you have any questions. Thank you for your interest and efforts in supporting conservation for fish and wildlife and their habitats.

Sincerely yours,


for Michael L. Piccirilli
Chief, Wildlife and Sport Fish Restoration Program

Enclosure

Additional Information

Terms of Acceptance: Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the U.S. Fish and Wildlife Service (Service carries) with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down or requesting funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. **The Federal regulations applicable to Service awards** are listed by recipient type in the *Service Financial Assistance Award Terms and Conditions* posted on the Internet at <http://www.fws.gov/grants/atc.html> under the link "Effective as of: January 1, 2016". If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact our office.

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project and Budget Revisions: Recipients are required to inform us regarding any deviations from approved budgets, project scopes, or objectives. In accordance with 2 CFR 200.308, recipients are required to request prior approvals for these project and budget revisions unless otherwise specifically waived in this award.

For a non-construction grant with a Federal share of the project exceeding the Simplified Acquisition Threshold of \$150,000, this Grant Award is subject to the prior written approval requirements of 2 CFR 200.308(e) for transfer of funds among direct cost categories or programs, functions, and activities in which the cumulative amount of such transfers exceeds 10 % of the total budget as last approved by the Federal awarding agency.

Performance Period Extensions: If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at r4federalassistance@fws.gov. This notice must be received by the Service **before the authorized performance period end date** of the grant, and must include supporting reasons and a revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

Reporting Requirements: Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at http://www.whitehouse.gov/omb/grants_forms.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service at r4federalassistance@fws.gov identifying the type of report to be extended, the requested revised due date up to 90 days, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the recipient's operations. Requests for reporting due date extensions must be received by the Service **no later than one day before** the original reporting due date.

Failure to Report: In accordance with the Service Manual chapter 516 FW 2 *Performance Reporting for Grant and Cooperative Agreement Awards*, failure to submit reports by the required due dates may result in the following progressive actions, including but not limited to:

- a) notifying your State Director in writing that a Financial Status and/or Project Performance

Effective: 28 June 2016

Report was not received;

- b) withholding cash payment pending receipt of the required report(s);
- c) denying the use of Federal funds and all forms of matching funds;
- d) whole or partial suspension, or termination of the current grant award;
- e) withholding of future awards for the program; and,
- f) other legal actions as stated in the interim guidance

Payments: Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Significant Developments Reports (see 2 CFR 200.328(d)): Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.
- Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures: Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures: Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, *Remedies for noncompliance*, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, and 31 U.S.C. 3321).

Integrated Pest Management: The Wildlife and Sport Fish Restoration Program encourages all grantees to comply with all of their State laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as your State implements it. For further information, contact your State agency that manages pest control issues and/or visit the Service Environmental Quality site at: <https://www.fws.gov/ecological-services/habitat-conservation/pdf/DOIPMPolicyFINAL.pdf>.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

19. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project, for a lump sum of \$273,190 (Funding: Fund 352, FDOT LAP Agreement, Cost Center 210118, Object Code 56301, Project #16EN3462 \$224,016; Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #16EN3462 \$49,174; Total \$273,190).

20. Taking the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (Funding: funds to be budgeted for on an annual and project basis):
- A. Approving, and authorizing the County Administrator to sign, the Task Order-based Continuing Contract with Butler & Associates of Pensacola, Inc., professional surveyor and mapper, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates," as provided in the current Florida Department of Transportation Negotiation Handbook Guidelines for Professional Services Contracts; and
 - B. Authorizing the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.



INTER-OFFICE MEMORANDUM

TO: Liz Carew, Deputy Clerk, Clerk to the Board

FROM: 
Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Acting Purchasing Manager

DATE: May 22, 2017

RE: **Fully executed agreement Between Escambia County, Butler & Associates of Pensacola, Inc. for Specification Number PD# 02-03.079, Professional Services as Governed by Florida Statute 287.055, which was approved by the Board of Commissioners on September 1, 2016**

Please find attached for your records the above referenced documents.

CAS/abh

Attachment

**Escambia County
Clerk's Original**

9/1/2014 CAR II-20

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Butler & Associates of Pensacola, Inc.

For

**Professional Services as Governed by Florida Statute 287.055
(PD 02-03.79)**

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised June 2016)

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AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and Butler & Associates of Pensacola, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-2821868, and whose business address is, 2420 East Olive Road, Suite A, Pensacola, FL 32514, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

Butler & Associates of Pensacola, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, CPPO, CPPB, Senior Purchasing Coordinator, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Butler & Associates of Pensacola, Inc., to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3
SCOPE OF SERVICES

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4
ORDERING OF THE WORK

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 COMPENSATION:

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this

Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5 Payment requisitions will be sent to:

Notices will be sent to:

To Be Determined Per Task Order

County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502-1590
(850) 595-4900
(850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

William T. Butler, President
Butler & Associates of Pensacola, Inc.
2420 East Olive Road, Suite A
Pensacola, FL 32514

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7
ADDITIONAL SERVICES AND
CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

7.3 The County shall have authority to order extensions in the Consultant's schedule for completion of the Scope of Work of individual project task orders by providing written notice to the Consultant.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of

the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9 **CONSULTANT'S RESPONSIBILITIES**

9.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record

complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the

contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement 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 the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant

sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 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.

10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 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.

10.17 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.

10.18 INTERPRETATION:

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

- (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error,

or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

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

10.19 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.

10.20 COMPLIANCE WITH LAWS:

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

10.21 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>.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

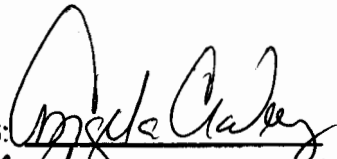

The parties shall execute and deliver all documents and perform further actions that may

be reasonably necessary to effectuate the provisions of this Agreement.


10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement and Butler & Associates of Pensacola, Inc., signing by and through its President, duly authorized to execute same.

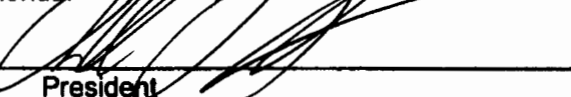
WITNESS: 
WITNESS: 

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: 
Jack R. Brown, County Administrator
Date: 5/19/17

BCC Approved: 9-1-16

CONSULTANT:
Butler & Associates of Pensacola, Inc., a for-profit corporation authorized to do business in the State of Florida.

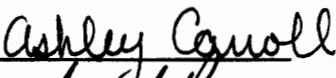
By: 
President


Date: 05/15/2017

ATTEST: Corporate Secretary

By: _____
Secretary

or

WITNESS: 

WITNESS: 

[CORPORATE SEAL]

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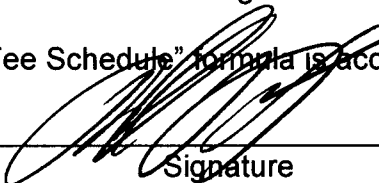
Maximum Continuing Contract Fee Schedule Acceptance

In order for a "Continuing Contract" to be established between Escambia County, Florida a fee schedule must be established. The Office of Purchasing on behalf of Escambia County, Florida offers "Fee Schedules" for a continuing contract, which shall be established based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines For Professional Services Contracts, which is incorporated by reference herein.

Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.

Individual Task Orders will be negotiated with the "Fee Schedules" as a "ceiling".

☒ Yes, the "Fee Schedule" formula is acceptable.



Signature

President

Title

☐ No, the "Fee Schedule" formula is not acceptable.

Signature

Title

Exhibit "A"

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.--

(1) SHORT TITLE.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study

Exhibit "A"

under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.--

Exhibit "A"

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.--

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and

Exhibit "A"

projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.--

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence

Exhibit "A"

and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.--

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

Exhibit "A"

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**--On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency

Exhibit "A"

elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.--ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-

Exhibit "A"

204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

Exhibit "B"
TASK ORDER FORM
(DEPARTMENT LETTERHEAD)

TASK ORDER - PD

(PROJECT TITLE)

1.0 Authorization

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida **(DATE)** and under the terms and conditions of Contract No. PD _____ **(PROJECT TITLE)** which was approved by the Board of County Commissioners on **(DATE)**. Index Code _____ (Fund) not to exceed \$ _____.

2.0 Scope

3.0 Schedule

The work authorized herein shall be completed within _____ calendar days of receipt of this task order.

4.0 Compensation

This Task Order is issued for a Lump Sum of \$ _____. Invoices may be submitted for monthly progress payments subject to the terms and conditions of PD _____.

5.0 Progress Meetings

The _____ 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.

Issued by:

Accepted by:

(County Representative)

(Company)

Date

Date



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-12276

Clerk & Comptroller's Report 10. 3.

BCC Regular Meeting

Consent

Meeting Date: 06/08/2017

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 Committee of the Whole Workshop/Homeless Summit held February 23, 2017;
- B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 11, 2017;
- C. Approve the Minutes of the Attorney-Client Session held May 22, 2017;
- D. Approve the Minutes of the Special Board Meeting held May 22, 2017;
- E. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 25, 2017;
- F. Approve the Minutes of the Regular Board Meeting held May 25, 2017; and
- G. Approve the Minutes of the Special Board Meeting held May 30, 2017.

Attachments

20170223 CW Workshop - Homeless Summit

20170511 CW Workshop

20170525 Agenda Work Session

REPORT OF THE COMMITTEE OF THE WHOLE (C/W) WORKSHOP/HOMELESS SUMMIT
OF THE BOARD OF COUNTY COMMISSIONERS
HELD FEBRUARY 23, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 12:18 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson IV, District 4
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
Angela Crawley, Assistant to the County Administrator

AGENDA NUMBER

1. Call to Order

Chairman Underhill called the Committee of the Whole (C/W) Workshop/Homeless Summit to order at 9:01 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on February 18, 2017, in the Board's Weekly Meeting Schedule.

3. Presentation of a Proclamation by Commissioner Grover C. Robinson, IV, to Ms. LaRuby May

Commissioner Robinson presented a Proclamation commending LaRuby May for her many accomplishments, elected leadership, and for her dedication to the communities of our Nation.

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

4. Welcome by Chairman, Commissioner Doug Underhill

Chairman Underhill provided opening remarks.

5. Legal Considerations

County Attorney Rogers advised that:

- A. Behaviors, such as panhandling, begging, and soliciting, are often associated with homelessness, and there are significant First Amendment Rights that come into play concerning those behaviors;
- B. Because of a recent U.S. Supreme Court decision regarding Reed vs. Town of Gilbert, which is a Case concerning local government sign regulations, local courts are starting to see some spillover with regards to local governments trying to regulate behaviors like begging, panhandling, and soliciting;
- C. This is a very changing area of the Law and the courts are tending to look more and more to the First Amendment protections that individuals enjoy when it comes to these behaviors, so, it is often difficult to draft Ordinances that can address these behaviors in a productive way;
- D. Escambia County, for the unincorporated parts of the County, does have Ordinances that address soliciting type behaviors that occur on the roadbed or medians of roadways, with very specific locations that have been designated as areas where those behaviors are not to take place, as well as at ATMs, on buses, and at public restrooms; and
- E. This is something that the County has to keep an eye on because the Law is continuing to change very much, especially since the aforementioned Supreme Court decision; furthermore, it is challenging to address these kinds of behaviors when they occur on anything that is considered by the Law to be a public forum, such as areas like sidewalks and parks.

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Community Partner Comments

The C/W heard comments from the following community partners:

A. Devin Simmons, Waterfront Rescue Mission, who advised that:

- (1) Private contributions are continuing to dwindle, which is putting stress on great benevolent programs that have been provided over the years, and there are a number of things that can be addressed, as it relates to homelessness in our area, that we can stop doing, and some things that can be done better all in the filter of collaboration and connectedness;
- (2) Waterfront Rescue Mission, a faith-based organization, serves those in a rescue state and those in a recovery state, which usually go hand-in-hand; and those in the rescue state would be the individuals that find themselves homeless and may have an immediate need because they either lost their job and income, or they are returning from serving our country and have nowhere to go;
- (3) Waterfront Rescue Mission is primarily a men's center; however, as it relates to the rescue side of our equation, that's for men, women, and children; so, on any given day, you'll see hundreds come up our sidewalks for assistance, access to computers, laundry, telephones, and meals;
- (4) On the recovery side, the Mission provides an approximate \$3.25 million economic impact to the community when a graduate can be turned around, and in 2016, the Mission served a little over a quarter of a million people in the community, as it relates to meals served;
- (5) The Mission is down by 20% and is running on a \$1.4 million budget shortfall, which represents years of shortfall, and the demands on any given day far exceed the Mission's ability as a budget;
- (6) It is his opinion that the Mission and the other community partners present do not collaborate well because of the lack of long-term strategy and communication; and

(Continued on Page 4)

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

- (7) There needs to be a place for women who are homeless to go and there are a number of people who are homeless, who are not broke and go from place to place, which takes dollars that should be available for women and children;

B. Pastor Sylvia Tisdale, EPPS Christian Center, who advised that:

- (1) EPPS Christian Center is a small, faith-based organization that serves over 100 meals and gives out food, on a monthly basis, to the homeless and the needy, for the past 11 years, and she has come to this meeting to speak from a human point of view, thinking of the people who are in homeless camps and are exposed to the cold and rain;
- (2) Since she started the ministry of homeless and the needy, no one has been turned away; her ministry feeds the homeless/needy every morning, Monday through Friday, and on Tuesdays and Thursdays gives out food; and
- (3) Her ministry is small and she does not have funds for advertising and it would be good that if someone knew the ministry existed, people could be directed to send donations, which would help the ministry to do more than what it does now; furthermore, she is self-funded, with private donations, and does not receive any governmental funding, United Way funding, public funding, or grant funding;

C. Michael Kimbrel, Sean's Outpost, who advised that:

- (1) He deals mostly in street level homelessness, or what is referred to as the chronic homeless, which is also probably the most vilified of the homeless community, and they're the ones that slip through the cracks;

(Continued on Page 5)

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Continued...

C. Continued...

- (2) Sean's Outpost is providing meals, trying to get people shelter, and helping provide those who come there the steps they need to think straight; so, once they are okay, they can be pointed in the directions they need to go; furthermore, where they need to go is also very challenging for people in his situation because of lack places for them to go, lack of funding in all areas, and organizations that are fighting for grants don't communicate with each other as well as people like himself, who have to try and keep up with who won a grant;
- (3) He has weekly conference calls with activists all over the State of Florida that work in homeless issues, and every week it seems like a new place closing because of lack of funding;
- (4) Tiny houses were the initial plan that was presented at the pre-application meeting, but the application to go before the DRC (Development Review Committee) was going to be \$10,000, which they did not have at the time, and DRC made it clear that fees would not be waived;
- (5) He has found through his research that each tiny home community offers different services, and the ones he finds most appealing are the ones with a "housing first" approach; so, a person is first put into a building, either a tiny house or an apartment, is assigned case management to determine their needs, and then an individualized case plan is developed to start working with them, and Sean's Outpost does not currently have a plan in place, but could easily put one into writing;
- (6) He believes in a diversity of tactics and believes that both tiny homes and a refurbished hotel would both be effective because some people need a more structured, institutional approach and others function better in a more carefree, self-empowerment type of approach; so, some will need more hands on or inpatient assistance and others will do better with outpatient assistance, but a "one stop shop" can be risky if everything is housed in one place, and creating a "homeless part of town" can be scary, and there is less of an impact on the area to distribute small pockets throughout; and

(Continued on Page 6)

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Continued...

C. Continued...

- (7) One of the barriers faced by the homeless here is the only mental health treatment is outpatient; so, there is no funding for institutionalized mental health, and it's the same with drug and alcohol rehabilitation;

D. Tracie Moorer, Big Bend CBC, who advised that:

- (1) Big Bend CBC is contracted with the Department of Children and Families to serve as the managing entity for the system of care throughout the circuit (Northwest Florida), by contracting with local providers for behavioral health services and partnering with communities to oversee service availability, timely access to the right services, and provisions for quality services, and the homeless are part of their priority population;
- (2) Big Bend CBC contracts with the Lakeview Center, the Community Drug and Alcohol Council, and the Escambia County BCC for pre-trial services and forensic issues;
- (3) Homelessness affects everyone financially by accessing emergency rooms and acute stabilization units more frequently and being hospitalized an average of four days longer than those who are not homeless, and they also spend more time in jails and prisons, which puts a strain on a community's finances and infrastructure;
- (4) Mental health or substance abuse issues increase the costs even more, and people with these issues make up a significant part of the homeless population and "high utilizers" can cost the community \$50,000 per year per person, which is someone who touches every part of the system, but to house and treat these people would cut costs significantly;
- (5) Community partners work well together; however, collaboration could be better and the backing of the BCC is needed to move any initiatives forward;

(Continued on Page 7)

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Continued...

D. Continued...

- (6) Partners have Memorandums of Understanding in place so they can share information on clients, and the EscaRosa Coalition on the Homeless has a tracking system that tracks services provided; and
- (7) There is currently no strategic plan for addressing homelessness;

E. Chris Collins, Pathways for Change, who advised that:

- (1) He is the Chief Operating Officer of Pathways for Change and the Director of the Clinton Cox Residence, which is a 12-room facility that takes in people coming out of long-term treatment or prison with substance abuse issues that otherwise would be homeless;
- (2) When individuals arrive at the Clinton Cox Residence, they are assigned a case manager and are tied in to all family center resources, with a goal of being self-sufficient within a year;
- (3) Re-entry needs to be part of any strategic plan developed in Escambia County to address homelessness, and there are two different types of re-entry, which are people coming out of county jail and people coming out of State and Federal prison;
- (4) The best program he has seen sets people up for success by having all resources available at the Sheriff's Office when felons arrive in the County and register; and
- (5) Escambia County needs to broaden services for life skills, G.E.D., and all things that are necessary to keep someone from returning to jail, because people need safe housing and a living wage;

(Continued on Page 8)

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Continued...

F. Tim Putman, Children's Home Society of Florida, who advised that:

- (1) Children's Home Society of Florida provides a program called the "Empowered Program," which is a transitional living program that focuses on reaching out to young people all across Escambia and Santa Rosa Counties to provide transitional living to young people who are preparing to come in off the street or homelessness, and ultimately setting them up with success by offering additional opportunities to complete basic education, get health and mental health services in place, and, ultimately, employment and independent living;
- (2) Children's Home Society of Florida has been providing the "Empowered Program" locally for three years, with success, and in the past year they have served 21 youth, and while the number is small, it is a huge benefit for one single life;
- (3) The majority of funding comes from a Federal grant that is received as a 5-year grant of \$200,000 each year that must have a 25% match, which is privately provided through the generosity of the community;
- (4) Working with homeless youth is different from working with others that are chronically homeless, because the kids move from place to place, which puts them at high risk for victimizations and in harm's way on a daily basis more than if they lived under a bridge or on the street, and in addition, this area has a high number of pregnant or parenting teens;
- (5) Approximately 80% of the youth served by the Children's Home Society of Florida identified as needing mental health services in some form, which may have been why they took to the street, and for others has been an impact from the street, and 100% of the kids who needed those services received them;
- (6) Two kids graduated from the program and graduated from high school this year, and the Escambia County School District refers children to the Children's Home Society of Florida; however, sometimes the child does not need the residential services and can safely stay where they are;

(Continued on Page 9)

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Continued...

F. Continued...

- (7) Children's Home Society of Florida tracks graduates from the Program as much as possible, but because of the relationships built, frequently the child will contact Children's Home Society of Florida weeks or months after completing the program, and approximately 71% of the youth served by the Children's Home Society of Florida are in stable placements six months after leaving services; and
- (8) The program serves youth aged 16-21 years, and 16-17-year-olds can stay in "host" homes, which are similar to foster homes, or stay at Children's Home Society of Florida; and, there is a duplex for those 18 and older to stay at or they can be served in their current situation, but many stay in transitional apartments for a period of time, and then transition to independent placement; and Lutheran Services-Currie House serves 10-14 year olds as a shelter and will refer youth to Children's Home Society of Florida;

G. John Johnson, EscaRosa Coalition on the Homeless, who reviewed a PowerPoint presentation, which was also provided in hard copy, entitled *Homeless Data Collection 2009-2016*, and advised that:

- (1) The community needs to change from a community of "enablement" to a community of "engagement";
- (2) The Department of Housing and Urban Development (HUD) is trending away from supportive services, such as case management, but housing without supportive services will send the person right back to the street;
- (3) The EscaRosa Coalition on the Homeless partnered with Escambia Community Clinics and the Lakeview Center and established a program that is taking 12 chronically homeless people off the street and providing a "housing first initiative" and applying "community case management";

(Continued on Page 10)

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Continued...

G. Continued...

- (4) EscaRosa Coalition on the Homeless is also partnering with some local landlords, who are amenable to this type of population;
- (5) For those who want to help, an "I Care" card is in development for people to hand out to people who are on the street corner holding a sign that says "Anything Helps," and the information in the card would direct the recipient to assistance; and
- (6) The 2017 Point in Time Survey Results for Escambia County will be available March 1, 2017;

H. Sandra Donaldson, Escambia Community Clinic, who advised that:

- (1) Escambia Community Clinic receives \$475,000 of funding to support homeless initiatives and homeless patients are issued a homeless i.d. and are not charged for the services;
- (2) Escambia Community Clinic saw 3,813 homeless patients in 2016, comprised of 2,319 men and 1,494 women, and 3,366 homeless patients in 2015, which was an increase of 147 patients, and there were 229 homeless patients aged 0-17; 3,489 homeless patients aged 18-64; and 95 homeless patients aged 65 and older;
- (3) Classification numbers are as follows:
 - 1,526 homeless patients are in shelters, which is about 40% of the homeless population
 - 590 homeless patients are in transitional, Pathways for Change, and other programs
 - 1,195 homeless patients are "doubled up," which means the patient is homeless, but someone is overseeing their shelter, and is approximately 32% of the homeless population
 - 274 homeless patients on the street
 - 228 other unknown

(Continued on Page 11)

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

6. Continued...

H. Continued...

- (4) In 2016, Escambia Community Clinic, had 7,749 medical visits, 769 dental visits, 851 mental health visits, and 198 vision care visits by homeless patients;
- (5) The top homeless diagnosis is hypertension, with 1,152, which comprises approximately 32% of the homeless patients; there were 442 homeless patients with diabetes seen, which is approximately 12% of the homeless population; and there were 512 overweight/obese patients, 485 patients with depression, and 741 patients using tobacco;
- (6) She recommends a robust HMIS system to share information among service providers; and
- (7) Escambia Community Clinic is participating in the Mission of Mercy dental care event on March 23 and 24, 2017, and are acting as the referral mechanism for the event to ensure that patients needing further care have a referral; and

- I. Roland Johnson, Alfred Washburn Center, who advised that they provide the basic necessities of life to the homeless, such as bag lunches, a place to shower, clean clothes, if needed, direct people to needed services, and provide all services at their facility.

For Information: The following individuals were not able to speak because the C/W adjourned:

William Dunaway	Timothy Jones
Troy Holt	Dianne Robinson
Douglas Brown	Dorothy Dubuisson
John Carson	

REPORT OF THE C/W WORKSHOP/HOMELESS SUMMIT – Continued

AGENDA NUMBER – Continued

7. Point in Time Survey Results for Escambia County

The C/W adjourned before this agenda item.

8. Discussion of the Four Recommendations Approved by the City of Pensacola's Task Force on Homelessness

The C/W adjourned before this agenda item.

9. Public Comment

The C/W adjourned before this agenda item.

10. Discussion by Commissioners

The C/W adjourned before this agenda item.

11. Adjourn

Chairman Underhill declared the C/W Workshop/Homeless Summit adjourned at 12:18 p.m.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MAY 11, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:11 a.m. – 1:35 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson, IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office
Angela Crawley, Assistant to the County Administrator

AGENDA NUMBER

1. Call to Order

Chairman Underhill called the Committee of the Whole (C/W) Workshop to order at 9:11 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on May 6, 2017.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Florida-Alabama Transportation Planning Organization (TPO) DRAFT Fiscal Year 2019-2023 Project Priorities

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *FL-AL TPO Draft FY2019-2023 Project Priorities*, presented by Colby Brown and David Forte, Public Works Department, and the C/W:

- (1) Was advised by Mr. Forte that within the Project Priority Rankings tables:
 - (a) Projects #1-9 are "box fund" Strategic Intermodal Systems (SIS) projects;
 - (b) Projects starting at # 10 are Non-SIS capacity projects;
 - (c) The average daily traffic numbers are from 2015;
 - (d) Projects #33, Mobile Highway from Nine Mile Road to Godwin Lane, and #35, Fairfield Drive from Mobile Highway to Lillian Highway, were recently added during the Long-Range Transportation Plan Update;
 - (e) Project #17, Blue Angel Parkway from Sorrento Road to U.S. 98, has been moved to the SIS as a military access facility, and is the #6 project on that list, so, currently this project is under two potential funding sources and could be moved around; and
 - (f) The FL-AL TPO FY2019-2023 Project Priorities document must be adopted by July;
- (2) Heard the request from Commissioner Barry for clarification of the separate lists on the table to more easily identify the order of the capacity projects;
- (3) Heard comments from Commissioner Underhill suggesting narrowing the focus to fewer priorities and dedicating resources to accomplishing those priorities;
- (4) Heard comments from Commissioner Robinson concerning the number of counties on the TPO list, and that a separate internal list may be needed for the Board to use because the current list is required by the Florida Department of Transportation (FDOT);

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (5) Was advised by Jim DeVries, FDOT, that the current list is an FDOT requirement, and probably a Federal requirement as well, to develop priorities to go to FDOT;
- (6) Was advised by Commissioner Barry that he would be more amenable to giving feedback on a priority list for capacity projects using 2016 average daily traffic count numbers;
- (7) Directed staff to take the existing list and add columns for the 2016 average daily traffic count numbers and current level of service, and distribute to each Commissioner for review prior to making a final decision about Escambia County priorities and approving the list at a Regular Board meeting; and
- (8) Was advised by Joy Blackmon, Public Works Director, that staff will also add a column to the existing table indicating the Escambia County ranking, and cost information will be included as well; and

B. Board Direction – None.

4. Beulah Interchange and Roadway Project

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Beulah Road Widening/I-10 Interchange/Beulah Expressway*, presented by Cathie Cash, Atkins Global, Inc., and the C/W:

- (1) Was advised by Ms. Cash that:
 - (a) The National Environmental Policy Act (NEPA) does not allow for project segmentation;
 - (b) Funding must be documented and identified, even if it's twenty years out, and there must be planning consistency with the Long Range Transportation Plan for NEPA approval;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

(1) Continued...

- (c) Tolling must be considered in order to use Federal funds for the northern segment; and
- (d) An Economic Analysis may also be used to support the Interchange Justification Report (IJR), because when the Independent Utility study was done, there was only 25% of the traffic necessary to justify the interchange;

(2) Was advised by David Forte, Public Works Department, that:

- (a) The additional 75% of necessary traffic would be needed to push the Independent Utility, which is not the typical process, and the NEPA process can be continued without the Independent Utility;
- (b) Approval of the IJR revolves around having direction on which corridor or corridors the Board wants to move forward with having Federal Highway Administration (FHWA) accept so that the Project Development and Environment Study (PD&E)/ Environmental Assessment (EA)/ Environmental Impact Statement (EIS) process can move forward; and
- (c) There were seven corridors considered and the County could move forward with submitting some of those to the FHWA for their review and approval; and once approval is received, the IJR moves forward concurrently with the EA and EIS; and

(3) Was advised by Joy Blackmon, Public Works Director, that the IJR cannot be finalized without Public Hearings, which will be held in the next two months; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Safe Neighborhood Sidewalk Plan

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *DRAFT Safe Neighborhood Sidewalk Workplan*, presented by Clara Long, Community Redevelopment Agency, and the C/W:

- (1) Was advised by Ms. Long that:
 - (a) Plan A has been discussed with Traffic Operations to ensure that all necessary aspects have been considered;
 - (b) Plan B is two projects that were discussed with Traffic Operations and is a continuation, which piggybacks onto a project that is already planned and funded; and
 - (c) Safe Neighborhoods are not always in a Community Redevelopment Area (CRA) and CRA funding cannot be used outside of a CRA; however, staff has been researching leveraging opportunities with CRA/Tax Increment Financing if the Safe Neighborhood area is in a CRA, and worked with Neighborhood Enterprise Division to look at Community Development Block Grant options;
- (2) Heard comments from Commissioner Robinson concerning staff leveraging the County's funding to get a one-to-one match in order to complete all of the sidewalk projects on Plan A and Plan B in 5 years, and suggesting the Board ask the Legislature for matching funds next year;
- (3) Was advised by Don Christian, Public Works Department, that the County budgets \$1 million each year, through Local Option Sales Tax (LOST), for design and construction of sidewalks that is split among the five districts, and the County applies yearly for Federal "Safe Walk to School" grants, which were not successful last year, and this year three projects have been submitted for consideration that are not included with the projects on Plan A or Plan B;
- (4) Heard comments from Commissioner Barry suggesting that the area in District 5 surrounding Jim Allen Elementary could be programmed for sidewalks sometime in the next few years;

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

- (5) Was advised by Wes Moreno, Public Works Department, to consider that there is currently 86 miles of sidewalks that are maintained by two crews because the other two sidewalk crews spend part of their time on holding pond maintenance and maintenance of County-owned lots;
- (6) Was advised by Amy Lovoy, Assistant County Administrator, that the County budgets \$1 million each year out of LOST for design and construction of sidewalks, any funds not utilized roll to the next year, and currently there is \$1.9 million budgeted that has been allocated for projects;
- (7) Heard comments from Commissioner May suggesting staff consult with the West Florida Planning Council to find leveraging opportunities;
- (8) Heard comments from Commissioner Underhill suggesting staff consult with the United Way; and
- (9) Agreed that the funding should be held in a separate Sidewalk Program budget through CRA Safe Neighborhoods; and

B. Board Direction – None.

6. Correctional Facility Project/Inmate Housing

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Jail Project Update*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

- (1) Was advised by Ms. Lovoy regarding the Correctional Facility Request for Proposals and bond financing that:
 - (a) The Board will hear the presentations of the design-build firms in August 2017;

(Continued on Page 7)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(1) Continued...

- (b) Conditions in the bond market remain favorable, the bond Resolution will come before the Board at the May 25, 2017, Regular Meeting, and the bond will close on or about June 21, 2017;
- (c) Escambia County's Bond Rating is, preliminarily, A3 in the Moody's report, and it and the Standard & Poor's report will be forwarded to the Board;
- (d) The Par Amount of the bond authorized was \$87.1 million, and since the market is favorable, a premium will be issued, which means less money will have to be borrowed;
- (e) The Interest payment will be capitalized the first year so there will not be a payment due until October 2018;
- (f) The Debt Service Schedule is higher than originally discussed, but the front end is still where the Board wanted to be, which is less than 10% of the anticipated Local Option Sales Tax (LOST) earnings; and
- (g) The back end has gone up some at \$7.2 million, which is of concern because if the County waits for better market conditions, the Federal Reserve will meet and possibly raise interest rates, and if the front end is kept at an acceptable rate, that leaves 20 years to find more favorable market conditions to refinance the back end debt;

(2) Was advised by Ms. Lovoy regarding the housing of inmates in other counties that:

- (a) All inmates that were housed in Santa Rosa County have been returned to Escambia County and are being housed in the Work Release Center, saving \$1.5 million annually;

(Continued on Page 8)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(2) Continued...

- (b) Inmates are still being housed in Walton County at a cost of \$5.2 million, that will be paid by the General Fund beginning in Fiscal Year 2018 and was being paid by insurance proceeds from the 2014 flood; and
- (c) In order to offset the \$5.2 million cost, staff would like to pursue double bunking Phase 2 of the main jail, which would require:
 - 1) The County Administrator to work with the Santa Rosa County Sheriff in order for the Escambia County Pathways for Change program to be housed in the Santa Rosa County Work Release Center, which would also give Santa Rosa County the opportunity to begin their own Pathways for Change program utilizing the Escambia County staff;
 - 2) The work release participants and inmates to be co-located in the Escambia County Work Release Center while the double bunks are being installed after the Pathways for Change program staff has moved out;
 - 3) Keeping the Walton County contract viable in case of extra inmates that won't fit anywhere else;
 - 4) Recurring annual costs of approximately \$260,000 in additional food costs as inmates transfer back to Escambia County, which would also save approximately \$69,000 in transportation costs; however, the medical positions would need to be staffed in order to provide a robust medical infirmary at the Work Release Center, and utility costs would increase \$150,000 as more inmates are brought in, bringing the annual recurring costs to \$640,000 to offset the \$5.2 million, but labor costs for the double bunking should be minimal as the fabrication and welding would be done by the Road Prison; and

(Continued on Page 9)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(2) Continued...

- (d) Staff would like permission to begin the double bunking of Phase 2 and for the County Administrator to approach the Santa Rosa County Sheriff about the Pathways for Change program;
- (3) Heard comments from Walton County Sheriff Mike Adkinson regarding the following:
 - (a) Investing in programs to provide education and job skills training, such as heavy equipment operator, welding, or carpentry courses, resulting in a certificate earned in a short amount of time;
 - (b) Reducing inmate transportation between Escambia County and Walton County;
 - (c) Utilizing video visitation that is accessible from any computer instead of a centralized location;
 - (d) Changing Escambia County policy to allow Escambia County inmates to serve as internal trustees, which would shorten sentences, thereby saving Escambia County money; and
 - (e) Building two dormitories to provide inpatient drug treatment, and guaranteeing 50 percent of the space for any Escambia County inmates to participate in Walton County programs including the drug treatment and job training;
- (4) Was advised by County Administrator Brown that:
 - (a) The Berrydale facility and Department of Juvenile Justice possibilities were unsuccessful for housing inmates and double bunking would have been necessary if either of those options had been implemented; and

(Continued on Page 10)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(4) Continued...

(b) Staff spoke with Pathways for Change to see if a portion of the inmates could be brought back to Escambia County leaving Pathways for Change in place without double bunking, but even then there is still a \$10 million hole in the budget; and

(5) Agreed that the Board would like for the County Administrator to bring a different plan with alternative solutions to achieve inmate safety and cost savings by continuing negotiations with Walton County; and

B. Board Direction – The C/W recommends that the Board direct staff to implement the following changes to the Escambia County Corrections operations:

(1) Inmate training programs similar to those offered in Walton County;

(2) Minimize the transportation of inmates between Walton County and Escambia County;

(3) Amend the current policy in order to allow qualified inmates to serve as Internal Trustees in the Walton County and Escambia County jails;

(4) Continue the relationship with Walton County in order to house inmates if the Escambia County jail is over capacity, and approach Santa Rosa County, Okaloosa County, and the judiciary regarding a regional collaboration; and

(5) Ensure Escambia County Corrections explores all opportunities to use technology in jail operations including surveillance and video visitation.

Recommended 5-0

Speaker(s):

Selina Barnes

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. My government Online (Accela Replacement) and QLess Presentation

- A. Board Discussion – The C/W was advised by Shawn Fletcher, Information Technology (IT) Director, that IT plans to bring the agreement to the next Regular Board meeting for approval; and
- B. Board Direction – The C/W recommends that the Board approve implementation of the "My Government Online" and "QLess" systems at the Central Office Complex.

Recommended 5-0

8. Workers Compensation Program Update

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Workers Compensation Update*, presented by Bob Dye, Risk Manager, and the C/W:

- (1) Was advised by Mr. Dye that:

- (a) The Escambia County Workers' Compensation rates are increasing 14.5% due to decisions made by the Supreme Court of Florida and a rate increase related to the health care provider reimbursement program, and rates could increase an additional 20% by 2018/19;
 - (b) Escambia County has two policies: one to cover the Board of County Commissioners, Santa Rosa Island Authority, Clerk of the Court, Supervisor of Elections, and Property Appraiser; and a separate policy for the Main Jail; and
 - (c) Staff is currently working with Robert Bender from USI Insurance Services, LLC, to explore alternatives to reduce premiums, and will bring a recommendation to the Board;

- (2) Heard comments from Commissioner Bergosh regarding the need for the breakdowns of what premiums would have been with higher deductibles for previous years; and
 - (3) Heard comments from Commissioner Underhill regarding the option of outsourcing some County services; and

- B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

9. Escambia Treating Site

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Midtown Commerce Park*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

(1) Was advised by Ms. Lovoy that:

- (a) The site is the remediated superfund site on Palafox Street just north of Fairfield that used to be a wood treating facility comprised of almost 99 acres, including a 15-acre parcel owned by the City of Pensacola and two parcels that are privately owned;
- (b) Should the County take on the site, there is an Operations and Maintenance (O&M) Plan to protect the containment cell and liner system and the County would be responsible for the O&M if the County becomes the owner of the property; however, if the Plan is amended by the Florida Department of Environmental Protection (FDEP) or the Environmental Protection Agency (EPA) without County agreement, a cost-sharing with FDEP is triggered and the same applies if there is damage to the cap;
- (c) A Master Plan was developed in 2000 for the area to become a commerce park, and based on stakeholder input it was designed to be an eco-industrial park that targeted specific industries, and the Master Plan is incorporated into the Palafox Community Redevelopment Area (CRA) Plan;
- (d) If the City of Pensacola or Escambia County obtain ownership and sell the property, some or all of the proceeds would go back to the EPA; however, if the County retained ownership and leased the property, the lease fees can be kept and used for operations and maintenance of the park;
- (e) Generally, a County-owned property is immune from taxation, but if City-owned, there is a large chance the lease would be considered taxable;
- (f) Based on responses from the Mayor of Pensacola's Office to questions posed by Escambia County, it appears that most questions would require City Council action; however, they did share what the Mayor's recommendation would be to the City Council in these situations;

(Continued on Page 13)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

9. Continued...

A. Continued...

- (2) Was advised by Aaron Cohen, FDEP, that currently the O&M costs are paid by the EPA, but will become FDEP's responsibility when the determination of remedy is "operational and functional," which has been delayed at the request of FDEP and the EPA, because once made there are time constraints on how the property must be disposed and who is going to take it over, and it has been delayed to allow FDEP and Escambia County time to negotiate a potential transfer;
- (3) Was advised by County Administrator Brown that anything concerning land use must be approved by the Pensacola City Council, everyone benefits if the land is utilized and the City of Pensacola will collect taxes on it even if the County owns it because there is a multiplier effect, which they understand, and the Mayor of Pensacola and City Administrator are willing to put in writing that their recommendation to the City Council is an Interlocal Agreement with a stipulation that the City will never annex their current property;
- (4) Upon inquiry by Commissioner May, was advised by Chips Kirschenfeld, Natural Resources Management Director, that the property is cleaned to target levels for commercial and industrial uses; furthermore, the County has a letter from a toxicologist from when the question was whether the property was suitable for a jail, and the letter stated that the construction workers, as well as inmates, would be fine due to the six feet of clean soil on top of the cap, and a jail would be an applicable use for the site; and
- (5) Agreed to direct staff to move forward with acquisition of the property, and the Chairman will negotiate terms with the Mayor of Pensacola and the Pensacola City Council Chairman; and

B. Board Direction – None.

10. Adjourn

Chairman Underhill declared the C/W Workshop adjourned at 1:35 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MAY 25, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:07 a.m. – 12:01 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, District 4

1. FOR INFORMATION: The agenda for the May 25, 2017, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda, County Attorney Rogers reviewed the Written Communication item, and Tammy Jarvis, Corrections Director, addressed Item A of the Committee of the Whole;
 - B. Susan Woolf, General Counsel to the Clerk, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report, and Will Dunaway, counsel for Briar Ridge, LLC, commented concerning Action Item I-1;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Bergosh reviewed his add-on items.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12314

Growth Management Report 10. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 06/08/2017

Issue: 5:45 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3 and 4 Regarding Clustering Dwelling Units

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3 and 4 Regarding Clustering Dwelling Units

That the Board of County Commissioners (BCC) cancel the 5:45 p.m., Public Hearing to review and adopt an Ordinance amending the Land Development Code (LDC), Chapters 3 and 4, to establish conditions for the clustering of dwelling units when avoiding significant protected resources.

BACKGROUND:

The Ordinance was previously consented on May 4, 2017, and advertised on April 14, 2017, for the May 2, 2017, Planning Board (PB) Meeting and the June 8, 2017, BCC Meeting. At the May 2, 2017, PB Meeting, staff was directed to pull the agenda item.

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-12313

Growth Management Report 10. 1.

BCC Regular Meeting

Consent

Meeting Date: 06/08/2017

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:

July 6, 2017

A. 5:45 p.m. - A Public Hearing to amend the official Zoning Map to include the following Rezoning Case that was heard by the Planning Board on June 6, 2017.

Case No.: **Z-2017-05**

Address: 517 W Detroit Boulevard

Property Reference 22-1S-30-2300-000-007

No.:

From: MDR, Medium Density Residential district (10 du/acre)

To: HDMU, High Density Mixed-use district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 3

Requested by: Lisa Heaton and Billy Smith, Jr. with LB Electric Services, LLC,
Owners

B. 5:46 p.m. - A Public Hearing - Dog Friendly Dining Ordinance

Summary: An Ordinance to establish provisions for authorizing public food service establishments to offer outdoor areas for dog-friendly dining as an accessory use to those establishments.

C. 5:47 p.m. - A Public Hearing - Beach Mouse Assessment Ordinance

Summary: An Ordinance to modify assessment for Perdido Key beach mouse.

D. 5:48 p.m. - A Public Hearing - Opting Out of the Sector Plan and Assigning a Future Land Use Category - Highway 29 and Neal Road - OSP-2017-01 (second of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12220

County Administrator's Report 10. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/08/2017

Issue: Disposition of Property

From: Horace Jones, Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Development Services Department - Horace L. Jones, Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department for all items of equipment, which are described and listed on the Request Form, with the reasons 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 Statutes 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 Development Services Department will remove the property tags and return the tags and Disposition to the Clerk of the Circuit Court's Office. The Clerk's Office will remove the equipment from the Development Services Department's inventory. The Information Technology Department will remove the hard drives from the equipment for proper disposal.

Attachments

DSD Disposition of Property Form

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

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Development Services COST CENTER NO: 240201
Horace L. Jones, Director, Development Services Department DATE: May 9, 2017
Property Custodian (PRINT FULL NAME)
Property Custodian (Signature):  Phone No: 850-595-3475

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	N/A	Scanner (x-ferred to DSD 10/15)	Serial #7580600115	KIP 2080	2000	Broken
Y	55274	Scanner		KIP 2200	2005	Broken
Y	54127	Printer		HP laser jet 2430 dtn		Broken
Y	58863	Copier **		Sharp MX 5001N	2010	Works Intermittently
Y	53916	Copier		Savin 4075 SP	2005	Broken
Y	57193	Copier **		Sharp ARM 350N	2005	Works Intermittently

Disposal Comments: Auction as surplus or disposed of properly.

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC 58863; 57193
☒ Dispose-Bad Condition-Send for recycling-Unusable 2000 Scanner; 55274; 54127; 53916

Computer is Ready for Disposition

Date: May 10, 2017 Information Technology Technician Signature: 

Date: 5/9/17

FROM: Escambia County Department Director (Signature):



Director (Print Name):

Horace L. Jones

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

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

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12262

County Administrator's Report 10. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/08/2017

Issue: Escambia HOME Consortium Requalification for 2018-2020

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia HOME Consortium Re-qualification for Federal Fiscal Years 2018-2020 - Tonya Gant, Neighborhood & Human Services Director

That the Board acknowledge the continuing participation of the City of Pensacola, Santa Rosa County, and the City of Milton in the Escambia HOME Consortium through the HOME Consortium Re-qualification for Federal Fiscal Years 2018-2020 and authorize staff to notify the U.S. Department of Housing and Urban Development (HUD) that no changes are being made to the Consortium Membership or Agreement.

BACKGROUND:

In 1999, Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton executed an interlocal agreement (Exhibit A) for the purposes of forming a consortium for receipt of HUD HOME Investment Partnerships Program (HOME) funding and joint implementation of HOME projects. As permitted by HUD, the agreement contains an automatic renewal provision clause for successive three federal fiscal year periods unless a member decides to no longer participate by notifying the County in writing. Escambia County, as the lead entity for the HOME Consortium, has contacted each of the current consortium members to advise them that the requalification period for federal fiscal years 2018-2020 is due and to give each member an opportunity to withdraw from the Consortium according to the terms of the interlocal agreement (Exhibit B). Existing consortium members were to respond to the County on or before June 1; Escambia County must update HUD by June 30, 2017 whether any changes are being made to the Consortium membership or agreement. No member has submitted a written request to withdraw from the Consortium. Exhibit C contains confirmation from participating jurisdictions of their intent to continue participation.

BUDGETARY IMPACT:

Continuing participation of each local government will assist HUD in determining HOME allocations for the three year period for the Consortium and the funding percentages allocated to Escambia County, the City of Pensacola, and Santa Rosa County. The City of Milton does not receive a direct allocation. All funds are received in Fund 147/HUD HOME Consortium.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the terms of the 1999 interlocal agreement.

IMPLEMENTATION/COORDINATION:

Continuing coordination of HOME Consortium activities with other participating local governments will be managed by the Neighborhood Enterprise Division.

Attachments

Ex A-1999 HOME interlocal

Ex B-Consortium Letters

Ex C-Member Renewal responses

ESCAMBIA COUNTY, CITY OF PENSACOLA, SANTA ROSA COUNTY
AND CITY OF MILTON INTERLOCAL
AGREEMENT CONCERNING HUD HOME INVESTMENT PARTNERSHIP ACT
PROGRAM CONSORTIUM

WHEREAS, the National Affordable Housing Act of 1990 has authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", to local governments for the production of affordable housing; and

WHEREAS, the CITY OF PENSACOLA, a municipality chartered in the State of Florida; the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida; SANTA ROSA COUNTY, a political subdivision within the State of Florida; and the CITY OF MILTON, a municipality chartered in the State of Florida, wish to receive funds through the HOME Program for the purpose of increasing the availability of affordable housing for their respective and mutual residents; and

WHEREAS, the HUD HOME Regulations provide the opportunity for contiguous local governments to form consortia for purposes of participation in the program; and

WHEREAS, the City of Pensacola, Escambia County, Santa Rosa County, and the City of Milton are contiguous localities with a common boundary and similar interests necessitating coordination of effort; and

WHEREAS, the City of Pensacola, Escambia County, Santa Rosa County, and the City of Milton, Florida entered into the Escambia HOME Consortium Agreement on May 29, 1996, pursuant to the provisions of Chapter 163.01 of the Florida Statutes, and other applicable laws, and the Consortium members now wish to continue this arrangement; and

WHEREAS, the existing Escambia Consortium Agreement including Escambia County, the City of Pensacola, Santa Rosa County and the City of Milton must be renewed effective October 1, 1999, to conform with the County's Urban County Community Development Block Grant qualification period as provided in the Housing and Community Development Act of 1974 as cited in 42 U.S.C. 5302(a)(6).

NOW THEREFORE, in consideration of the mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties set their hands and seals this the 22nd day of JUNE, 1999.

SECTION 1. PURPOSE

This Agreement is entered into for the purpose of meeting the criteria as established in 24 CFR Part 92 allowing the four local governments to function as a consortium as defined in the HUD HOME Investment Partnership Program Regulations, specifically cited as 24 CFR Part 92.101. This arrangement mutually benefits the parties to this agreement through enhancement of the quality of life for the local citizenry and advancement of the common housing goals shared by the jurisdictions. The parties to this agreement agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.

SECTION 2. MEMBERS OF CONSORTIUM

The City of Pensacola, Escambia County, Santa Rosa County, and the City of Milton, Florida are the members of the Consortium and upon mutual execution of this Agreement by the parties, the "Escambia HOME Consortium", hereinafter referred to as "Consortium", shall be formed. The members shall remain bound by the terms and conditions of this Agreement for its duration, and shall be prohibited from withdrawing from the Consortium during such period, except as provided for in Section 7 of this Agreement. The Consortium Agreement remains in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities. No consortium member may withdraw from the Agreement while the Agreement remains in effect.

SECTION 3. STATUS OF CONSORTIUM

The Consortium shall be considered to be a unit of local government for purposes of the Home Investment Partnerships Act upon designation by HUD.

SECTION 4. REPRESENTATIVE

Escambia County shall be the member unit of government authorized to act in a representative capacity with respect to HUD on behalf of all four members of the Consortium. Escambia County shall only be a representative of the Consortium for the purposes established in this agreement and shall be the lead entity having overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR Part 92.350. Further, Escambia County shall have the authority to amend this Agreement on behalf of the Consortium for the purpose of increasing the membership thereof. No party shall have veto power as to the implementation of the Escambia Consortium Consolidated Plan, hereinafter referred to as the "Consolidated Plan", and the parties agree to act in cooperation to achieve the goals established in the Consolidated Plan.

SECTION 5. CONSOLIDATED PLAN

Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton cooperated in the preparation of the current Escambia Consortium Consolidated Plan covering the jurisdictional boundaries of all entities in accordance with governing Federal Regulations. All Consortium members are on the same program year for the HOME Investment Partnerships (HOME), Community Development Block Grant (CDBG), Housing for Persons With Aids (HOPWA), and Emergency Shelter Grant (ESG) Programs. The program year for all jurisdictions in the Escambia Consortium is October 1 through September 30 of each year. Allocation of HOME funds for use in Escambia County, the City of Pensacola, and Santa Rosa County (including the City of Milton) shall be based upon the existing HOME funds percentage allocation process with respect to the annual HOME allocation provided by the U. S. Department of Housing and Urban Development for the Escambia HOME Consortium. The implementation of the Consolidated Plan and the allocation of Federal HOME funding associated therewith shall be established by written memoranda issued by Escambia County through its authorized representative. The City of Milton is included as a member of the Consortium solely for the purpose of allowing the expenditure of Santa Rosa County HOME funds within the corporate limits of the City of Milton. The City of Milton shall not be entitled to an allocation separate and apart from that deemed to be the Santa Rosa County allocation. The Consortium members reserve the right to alter the distribution of funds between the jurisdictions by mutual written approval should such alteration be deemed in the best interest of all parties to this agreement.

SECTION 6. CERTIFICATIONS

The members of the Consortium certify that they will support and affirmatively further fair housing and that they will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations of 49 CFR Part 24, and the requirements governing the residential antidisplacement and relocation assistance plan under section 104(d) of the Housing and Community Development Act of 1974.

SECTION 7. TERM OF AGREEMENT

This Agreement shall commence on October 1, 1999, at which time it shall supersede and replace that Interlocal Agreement entered on May 29, 1996, by and between Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton. The initial term of this Agreement encompasses Federal Fiscal Years 2000-2002. This Agreement shall be automatically renewed for successive three-year qualification periods, unless: (1) any of the member jurisdictions provide written notice of their election not to participate in a new three-year qualification period, or (2) one or more of the jurisdictions fail to adopt, and submit to HUD, an amendment to this Agreement that incorporates all changes necessary to meet cooperation agreement requirements as prescribed by HUD in the Consortia Qualification Notice that is applicable to a subsequent qualification

period. Escambia County shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify each of the Consortium member jurisdictions in writing of their right not to participate in the Consortium. Prior to its effective date, Escambia County shall file this Agreement in the official records of the Office of the Clerks of the Circuit Courts of Escambia and Santa Rosa Counties. Escambia County reserves the right to enter into an extension of this Agreement with any of the remaining members in the event that the City of Pensacola, or Santa Rosa County, or the City of Milton, elect to cease participation.

SECTION 8. LIABILITY

Subject to any claim of sovereign immunity, each member of the Consortium shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this agreement. Any resulting liabilities, omissions, errors or actions providing cause for payment from non-HOME funds or the required repayment of HOME funds to the U.S. Department of Housing and Urban Development as a result of ineligible expenditures, and all costs related thereto shall be the specific responsibility of the offending member or their representatives, and shall not be the responsibility of the non-offending members.

SECTION 9. NOTICES

Formal notices issued under the terms of this agreement shall be sent, by U.S. Mail, as follows:

City of Pensacola:

Pat Hubbard, Director
Department of Housing
P.O. Box 12910
Pensacola, Florida 32521
(850) 435-1668

Escambia County (agent):

Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P.O. Box 8178
Pensacola, Florida 32505
(850) 458-0466

Santa Rosa County:

Hunter Walker, County Administrator
Santa Rosa County
Santa Rosa County Courthouse
6495 Caroline Street
Milton, Florida 32570

City of Milton:
Donna Adams, City Manager
City of Milton
P.O. Box 909
Milton, Florida 32572

SECTION 10. EFFECTIVE DATE/AUTHORIZING RESOLUTIONS/
ATTORNEY CERTIFICATIONS

This agreement shall take effect on the 1st day of October, 1999. EXHIBIT I includes authorizing Resolutions as approved by the members of the Consortium and is incorporated herein as part and parcel of this agreement. The certification of legal counsel as to the legal authority for the members to undertake activities described in this agreement is affixed to this agreement.

SECTION 11. LIMITATIONS OF AGREEMENT

It is not the intent of this agreement to alter the independent jurisdiction of the Consortium members in any manner except as specified herein. All other policies, rules, regulations, and ordinances of the respective parties shall continue to apply within the jurisdictional boundaries of each party and shall not be impacted by the execution of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date first above written.

ESCAMBIA COUNTY, a political
subdivision of the State of Florida

BY: Willie J. Junior
Willie J. Junior, Vice Chairman
Board of County Commissioners

BCC Approved: 6/22/99

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BY: Marilyn Tengry
Deputy Clerk

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake, or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

BY: Michael C. Folsom, ACA
Escambia County Attorney's Office

CITY OF PENSACOLA, a municipality
chartered in the State of Florida

BY:

Thomas Bonfield ^{Acting}
City Manager

ATTEST: City Clerk

BY:

Shirley F. White

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake, or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

BY:

Ray Carter
City of Pensacola Attorney's Office

SANTA ROSA COUNTY, a political
subdivision of the State of Florida

BY:

Jim Williamson
Jim Williamson, Chairman
Board of County Commissioners

ATTEST: ^{Deputy} County Clerk

BY:

Tommy Chummers

PASSED AND ADOPTED THIS 10 DAY OF June, 1999, BY A VOTE OF
5 YEAS, 0 NAYS AND 0 ABSENT.

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake, or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

BY:

[Signature]
Santa Rosa County Attorney's Office

APPROVED AS TO CONTENT

[Signature]
Name

Housing
Department

6-29-99
Date

CITY OF MILTON, a municipality
chartered in the State of Florida.

BY: Donna Adams
Donna Adams, City Manager

ATTEST: City Clerk

BY: Dwight Miller

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake, or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

BY: Fay V.
City of Milton Attorney's Office

EXHIBIT I
AUTHORIZING RESOLUTIONS

RESOLUTION 99-130

AUTHORIZING EXECUTION OF
ESCAMBIA HOME CONSORTIUM AGREEMENT

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton have contiguous boundaries and services thereby necessitating the coordination of housing assistance activities; and

WHEREAS, Escambia County, Santa Rosa County and the City of Pensacola formed the Escambia Consortium on June 23, 1993, and the City of Milton joined the Consortium on May 29, 1996, to provide mutual advantages for the residents of the local area.

NOW THEREFORE, the Board of County Commissioners of Escambia County, a political subdivision of the State of Florida, do hereby resolve that on this the 22nd day of JUNE, 1999, the below listed actions are authorized:

1. The submission of the Escambia HOME Consortium Agreement encompassing Federal Fiscal Years 2000-2002 and for subsequent three year qualification periods, if the renewal clause in the agreement is exercised by all parties.
2. The execution of the Escambia HOME Consortium Agreement and all other HOME related documents as required by the Chairman of the Escambia County Board of County Commissioners.
3. Acceptance of the designation as lead agency for the Escambia HOME Consortium.

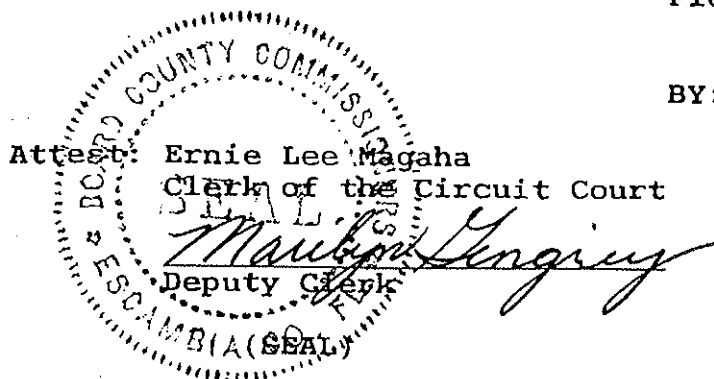
Approved as evidenced by the signature and seal affixed below:

ESCAMBIA COUNTY, a political
subdivision of the State of
Florida

BY: Willie J. Junior
Willie J. Junior, Vice Chairman
Board of County Commissioners

BCC Approved: 6/22/99

Attest: Ernie Lee Magaha
Clerk of the Circuit Court



STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT, and ex-officio Clerk to the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of Resolution Number R99-130 as the same was duly adopted and passed at a Meeting of the Board held on the 22nd day of June, 1999, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 12th day of July, 1999.

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT, AND EX-OFFICIO CLERK TO THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: Marilyn Lingrey
Deputy Clerk

(SEAL)

**RESOLUTION
NO. 16-99**

**A RESOLUTION
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING EXECUTION OF
ESCAMBIA HOME CONSORTIUM AGREEMENT WITH
ESCAMBIA COUNTY AND SANTA ROSA COUNTY,
FLORIDA CONCERNING THE HUD HOME INVESTMENT
PARTNERSHIP ACT (HOME)**

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton have contiguous boundaries and services thereby necessitating the coordination of housing assistance activities; and

WHEREAS, Escambia County, Santa Rosa County and the City of Pensacola formed the Escambia Consortium for this purpose on June 22, 1993, and the City of Milton joined the Consortium on May 29, 1996, to provide mutual advantages for the residents of the local area;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:

SECTION 1. That the City of Pensacola shall enter into a HOME Consortium Agreement with Escambia County for the 2000-2002 HOME Program and for subsequent three year qualification periods, if the renewal clause in the agreement is exercised by all parties.

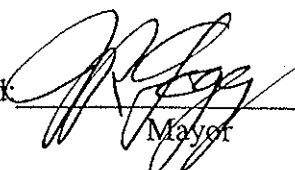
SECTION 2. That the City Manager and City Clerk are hereby authorized to execute the Escambia HOME Consortium Agreement and other HOME related documents.

SECTION 3. The City of Pensacola accepts the designation of Escambia County as lead agency for the Escambia HOME Consortium.

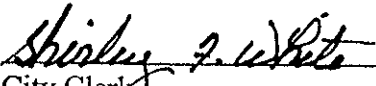
SECTION 4. The Escambia HOME Consortium Agreement referred to herein shall be substantially in the form of the agreement attached hereto.

SECTION 5. The resolution shall take effect immediately upon its adoption by the City Council.

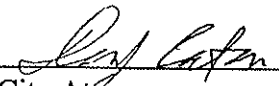
Adopted: June 24, 1999

Approved: 
Mayor

ATTEST:


City Clerk

Legal in form and valid if adopted:


City Attorney

AUTHORIZING EXECUTION OF
ESCAMBIA HOME CONSORTIUM AGREEMENT

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, the City of Pensacola, Escambia County, and Santa Rosa County, and the City of Milton, Florida have contiguous boundaries thereby necessitating the coordination of housing assistance planning and activities; and

WHEREAS, the City of Pensacola, Escambia County, and Santa Rosa County, Florida formed the Escambia Consortium on June 22, 1993, and the City of Milton joined the Consortium on May 29, 1996, to provide mutual advantages for the residents of the local area.

NOW THEREFORE, the Board of County Commissioners of Santa Rosa County, a political subdivision of the State of Florida, does hereby resolve that on this the 10 day of June, 1999, the below listed actions are authorized:

1. The execution of the Escambia HOME Consortium Agreement and all other HOME related documents.
2. The submission of the Escambia HOME Consortium Agreement encompassing Federal Fiscal Years 2000-2002 and for subsequent three year qualification periods, if the renewal clause in the agreement is exercised by all parties.
3. Acceptance of the designation of Escambia County as the lead agency for the Escambia HOME Consortium.

PASSED AND ADOPTED THIS 10 DAY OF June, 1999, BY
A VOTE OF 5 YEAS, 0 NAYS AND 0 ABSENT.

BOARD OF COUNTY COMMISSIONERS
OF SANTA ROSA COUNTY, FLORIDA

BY: Jim Williamson
Jim Williamson, Chairman

ATTEST:

Jimmy Clemmons
Deputy Clerk of Courts

**AUTHORIZING EXECUTION OF
ESCAMBIA HOME CONSORTIUM AGREEMENT**

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, the City of Pensacola, Escambia County, and Santa Rosa County, and the City of Milton, Florida have contiguous boundaries thereby necessitating the coordination of housing assistance planning and activities; and

WHEREAS, the City of Pensacola, Escambia County, and Santa Rosa County, Florida formed a HOME Consortium on June 22, 1993, and the City of Milton joined the Consortium on May 29, 1996 to allow HOME activities to be undertaken within its corporate limits and to provide mutual advantages for the residents of the local area.

NOW THEREFORE, the City Council of the City of Milton, a municipality chartered in the State of Florida, does hereby resolve that on this the 8th day of June 1999, the below listed actions are authorized:

1. The execution of the Escambia HOME Consortium Agreement and all other HOME related documents by the City Manager or Mayor of the City of Milton.
2. The submission of the Escambia HOME Consortium Agreement encompassing Federal Fiscal Years 2000-2002 and for subsequent three year qualification periods, if the renewal clause in the agreement is exercised by all parties.
3. Acceptance of the designation of Escambia County as the lead agency for the Escambia HOME Consortium.

CITY OF MILTON, FLORIDA

BY: Guy Thompson
Guy Thompson, Mayor

ATTEST:

Dewitt Nobles
Dewitt Nobles, City Clerk

STATE OF FLORIDA
CERTIFICATION OF THE ESCAMBIA HOME CONSORTIUM

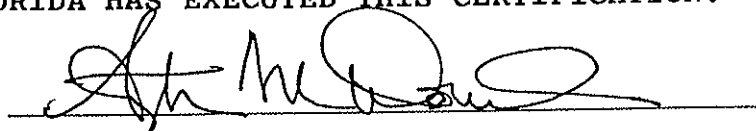
WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Act; and

WHEREAS, the County of Escambia, City of Pensacola, the County of Santa Rosa, and the City of Milton entered into a Consortium agreement for purposes of the HOME Program effective October 1, 1996, and the jurisdictions now wish to renew said agreement, and have Escambia County act in a representative capacity for all cooperating members of local government and to have the County assume overall responsibility for ensuring that the Consortium of the HOME Program is carried out in compliance with the requirements of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and

WHEREAS, pursuant to the authority of the Cranston-Gonzalez National Affordable Housing Act of 1990 and amendments thereto, the Consortium entered into between the County of Escambia, the City of Pensacola, Santa Rosa County and the City of Milton serves as a program whereby the County of Escambia, the City of Pensacola, the County of Santa Rosa, and the City of Milton, Florida, will contribute towards the alleviation of housing problems within the State of Florida.

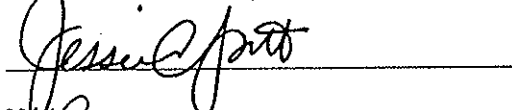
NOW THEREFORE, THE FLORIDA HOUSING FINANCE CORPORATION FOR THE STATE OF FLORIDA HEREBY DULY CERTIFIES THAT A CONSORTIUM ENTERED INTO BETWEEN THE COUNTY OF ESCAMBIA, THE CITY OF PENSACOLA, SANTA ROSA COUNTY, AND THE CITY OF MILTON; OR A CONSORTIUM SOLELY BETWEEN THE COUNTY OF ESCAMBIA AND ONE OR MORE OF THE POTENTIAL MEMBERS WILL DIRECT ITS ACTIVITIES TOWARD THE ALLEVIATION OF HOUSING PROBLEMS IN THE STATE OF FLORIDA WITHIN THE RESPECTIVE MEMBER JURISDICTIONS. THIS CERTIFICATION SHALL BE EFFECTIVE FOR THE PERIOD OCTOBER 1, 1999-SEPTEMBER 30, 2002, AND FOR SUBSEQUENT THREE YEAR QUALIFICATION PERIODS AS MAY BE MUTUALLY AGREED TO BY THE MEMBER JURISDICTIONS.

IN WITNESS THEREOF, THE FLORIDA HOUSING FINANCE CORPORATION OF THE STATE OF FLORIDA HAS EXECUTED THIS CERTIFICATION.

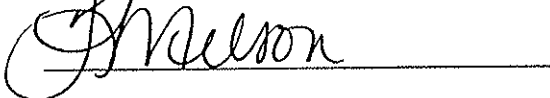


Florida Housing Finance Corporation

Witness:



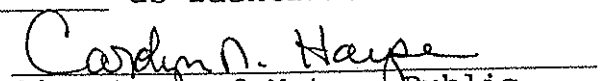
Witness:



STATE OF FLORIDA
COUNTY OF LEON

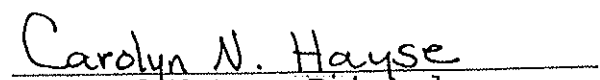
The foregoing instrument was acknowledged before me this 13 day of July, 1999, by Stephen M. Donelan, of the Florida Housing Finance Corporation, who did not take an oath and who:

☒ is/are personally known to me.
☐ produced current Florida driver's license as identification.
☐ produced current _____ as identification.


Signature of Notary Public

(Notary Seal must be affixed)




Name of Notary Printed
My Commission Expires: 03/01/2003



Board of County Commissioners • Escambia County, Florida

May 1, 2017

Mayor Ashton Hayward
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521

RE: HOME CONSORTIUM AGREEMENT AUTOMATIC RENEWAL FOR FFY 2018-2020

Dear Mayor Hayward:

The purpose of this correspondence is to advise of the impending automatic renewal of the Interlocal Agreement for the HUD HOME Consortium comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton. The current Consortium Agreement, as mutually extended in 2014, encompassed the three (3) year qualification period extending from October 1, 2014 – September 30, 2017. Section 7 of the Interlocal provides for the automatic renewal of the subject agreement for successive three (3) year qualification periods "unless one or more parties elect to withdraw from the Consortium." The automatic renewal will continue the Consortium in its present form for **Federal Fiscal Years (FFY) 2018, 2019 and 2020** (i.e., the period October 1, 2017 – September 30, 2020).

Each Consortium member is hereby notified that the HUD HOME Consortium Interlocal Agreement between Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton will be automatically renewed and extended for FFY 2018, 2019, and 2020, unless one or more member jurisdictions provide written notification of their decision not to continue to participate in the Consortium. Such written notification shall be submitted by certified mail to: Escambia County, Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32501; and to: Floretta W. Green, Senior CPD Representative, HUD Jacksonville Field Office, 400 West Bay Street, Suite 1015, Jacksonville, Florida 32202 on or before June 1, 2017. Such notification is only required if you elect to withdraw from the Consortium.

In the event your jurisdiction wishes to continue the agreement, for record-keeping purposes, I would appreciate correspondence directed to this office advising of your intent to continue membership in the Consortium. You need only notify this office of your plans to continue participation.

I appreciate the cooperation and support afforded this office as we pursue our mutual interests in improving the condition and availability of affordable housing in the local area. If there are any questions, or should you require further information regarding this subject, please do not hesitate to call me at the above referenced number, or contact me by e-mail at: mareeves@myescambia.com or via phone at 850-595-4968.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Reeves", is written over a light blue horizontal line.

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department

c: Marcie Whitaker, City of Pensacola Housing Division
Tonya Gant, Director, Neighborhood & Human Services Department
Floretta W. Green, CPD Representative, HUD Jacksonville Office



Board of County Commissioners • Escambia County, Florida

May 1, 2017

Tony Gomillion, County Administrator
Santa Rosa County
SRC Administrative Office
6495 Caroline Street
Milton, FL 32570

RE: HOME CONSORTIUM AGREEMENT AUTOMATIC RENEWAL FOR FFY 2018-2020

Dear Mr. Gomillion:

The purpose of this correspondence is to advise of the impending automatic renewal of the Interlocal Agreement for the HUD HOME Consortium comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton. The current Consortium Agreement, as mutually extended in 2014, encompassed the three (3) year qualification period extending from October 1, 2014 – September 30, 2017. Section 7 of the Interlocal provides for the automatic renewal of the subject agreement for successive three (3) year qualification periods "unless one or more parties elect to withdraw from the Consortium." The automatic renewal will continue the Consortium in its present form for **Federal Fiscal Years (FFY) 2018, 2019 and 2020** (i.e., the period October 1, 2017 – September 30, 2020).

Each Consortium member is hereby notified that the HUD HOME Consortium Interlocal Agreement between Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton will be automatically renewed and extended for FFY 2018, 2019, and 2020, unless one or more member jurisdictions provide written notification of their decision not to continue to participate in the Consortium. Such written notification shall be submitted by certified mail to: Escambia County, Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32501; and to: Floretta W. Green, Senior CPD Representative, HUD Jacksonville Field Office, 400 West Bay Street, Suite 1015, Jacksonville, Florida 32202 on or before June 1, 2017. Such notification is only required if you elect to withdraw from the Consortium.

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I appreciate the cooperation and support afforded this office as we pursue our mutual interests in improving the condition and availability of affordable housing in the local area. If there are any questions, or should you require further information regarding this subject, please do not hesitate to call me at the above referenced number, or contact me by e-mail at: mareeves@myescambia.com or via phone at 850-595-4968.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Reeves", is written over a light blue horizontal line.

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department

c: Erin Malbeck, SRC Housing Program Coordinator
Tonya Gant, Director, Neighborhood & Human Services Department, Escambia County
Floretta W. Green, Senior CPD Representative, HUD Jacksonville Office



Board of County Commissioners • Escambia County, Florida

May 1, 2017

Brian Watkins, City Manager
City of Milton
6378 Dixon Street
PO Box 909
Milton, FL 32572

RE: HOME CONSORTIUM AGREEMENT AUTOMATIC RENEWAL FOR FFY 2018-2020

Dear Mr. Watkins:

The purpose of this correspondence is to advise of the impending automatic renewal of the Interlocal Agreement for the HUD HOME Consortium comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton. The current Consortium Agreement, as mutually extended in 2014, encompassed the three (3) year qualification period extending from October 1, 2014 – September 30, 2017. Section 7 of the Interlocal provides for the automatic renewal of the subject agreement for successive three (3) year qualification periods "unless one or more parties elect to withdraw from the Consortium." The automatic renewal will continue the Consortium in its present form for **Federal Fiscal Years (FFY) 2018, 2019 and 2020** (i.e., the period October 1, 2017 – September 30, 2020).

Each Consortium member is hereby notified that the HUD HOME Consortium Interlocal Agreement between Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton will be automatically renewed and extended for FFY 2018, 2019, and 2020, unless one or more member jurisdictions provide written notification of their decision not to continue to participate in the Consortium. Such written notification shall be submitted by certified mail to: Escambia County, Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32501; and to: Floretta W. Green, Senior CPD Representative, HUD Jacksonville Field Office, 400 West Bay Street, Suite 1015, Jacksonville, Florida 32202 on or before June 1, 2017. Such notification is only required if you elect to withdraw from the Consortium.

In the event your jurisdiction wishes to continue the agreement, for record-keeping purposes, I would appreciate correspondence directed to this office advising of your intent to continue membership in the Consortium. You need only notify this office of your plans to continue participation.

I appreciate the cooperation and support afforded this office as we pursue our mutual interests in improving the condition and availability of affordable housing in the local area. If there are any questions, or should you require further information regarding this subject, please do not hesitate to call me at the above referenced number, or contact me by e-mail at: mareeves@myescambia.com or via phone at 850-595-4968.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Reeves", is written over a horizontal line.

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department

c: Tonya Gant, Director, Neighborhood & Human Services Department, Escambia County
Floretta W. Green, Senior CPD Representative, HUD Jacksonville Office

Meredith Reeves

From: Meredith Reeves
Sent: Wednesday, May 03, 2017 2:12 PM
To: 'Marcie Whitaker'
Cc: Jack R. Brown
Subject: RE: HOME Consortium Renewal

Marcie,
Thanks for your prompt reply. We will advise HUD of the City's continuing participation in the HOME consortium.

Meredith

From: Eric Olson
Sent: Wednesday, May 3, 2017 11:11 AM
To: Marcie Whitaker <mwhitaker@cityofpensacola.com>
Cc: Beth Barr <BBarr@cityofpensacola.com>
Subject: RE: HOME Consortium Renewal

Marcie,

We desire to continue our participation in the HOME consortium. Please let me know if you need any additional correspondence or information from the Office of the Mayor in order to make that desire known to Escambia County.

r/

From: Marcie Whitaker
Sent: Tuesday, May 2, 2017 6:01 PM
To: Eric Olson <EOlson@cityofpensacola.com>
Subject: HOME Consortium Renewal

Eric,

Attached is a letter from Escambia County requesting we provide notification indicating whether we intend to continue participation in the HOME Consortium. A request to continue participation may be provided via e-mail. If the Mayor would like to continue participation, please provide an e-mail and I'll make sure the notification is forwarded to Escambia County.

We receive federal HOME funds through our participation in the Consortium. The funds are used to support the HOME Substantial Rehabilitation/Reconstruction and HOME Homebuyer programs.

Thank you,

Marcie Whitaker
Housing Administrator
City of Pensacola
Division of Housing
P.O. Box 12910, Pensacola, FL 32521
(420 W. Chase Street, Pensacola, FL 32501)
850-858-0350
mwhitaker@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

Meredith Reeves

From: Meredith Reeves
Sent: Wednesday, May 03, 2017 2:11 PM
To: 'Erin Malbeck'
Cc: Tony Gomillion; Jack R. Brown
Subject: RE: HOME Consortium FFY 18-20 renewal

Erin,
Thank you for your prompt response. We will advise HUD.

Thanks,
Meredith

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502
mareeves@myescambia.com
Phone: 850.595.0022 x 3
Fax: 850.595.0342

From: Erin Malbeck [mailto:ErinM@santarosa.fl.gov]
Sent: Wednesday, May 03, 2017 1:57 PM
To: Meredith Reeves <MAREEVES@co.escambia.fl.us>
Cc: Tony Gomillion <TonyG@santarosa.fl.gov>
Subject: RE: HOME Consortium FFY 18-20 renewal

Please let this email serve as confirmation that **Santa Rosa County does intend to continue membership within the HOME**

Consortium in its present form for Federal Fiscal Years (FFY) 2018, 2019 and 2020.

Should you have any questions, please feel free to contact me.

Erin Malbeck
SRC Housing Program Coordinator
Santa Rosa County Development Services Center
6051 Old Bagdad Hwy, Suite 201 | Milton, Florida 32583
P: 850.981.7092 | F: 850.981.7099
Santarosa.fl.gov | [Facebook](https://www.facebook.com/santarosacounty) | [Twitter](https://twitter.com/santarosacounty) | [Instagram](https://www.instagram.com/santarosacounty)

Help us improve our customer service with this [short survey](#).

From: Meredith Reeves [<mailto:MAREEVES@co.escambia.fl.us>]

Sent: Tuesday, May 2, 2017 2:48 PM

To: Marcie Whitaker <mwhitaker@cityofpensacola.com>; Erin Malbeck <ErinM@santarosa.fl.gov>

Cc: Tonya Gant <trgant@co.escambia.fl.us>

Subject: HOME Consortium FFY 18-20 renewal

Marcie and Erin:

Attached please find letters regarding each participating jurisdiction's option to exercise the automatic renewal provision to continue participation in the HOME Consortium. Our office will need a response in writing no later than JUNE 1 if your jurisdiction opts NOT to continue participation; I would also appreciate a note if your jurisdiction does elect to continue participation for our records.

I am sending both original letters directly to you so you can make sure they get to the appropriate official for review.

Let me know if you have any questions.

Thanks in advance,
Meredith

Meredith Reeves, Division Manager

Neighborhood Enterprise Division

Neighborhood & Human Services Department

Escambia County

221 Palafox Place, Suite 200

Pensacola, FL 32502

mareeves@myescambia.com

Phone: 850.595.0022 x 3

Fax: 850.595.0342

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

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12237

County Administrator's Report 10. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/08/2017

Issue: Florida-Alabama TPO Project Priorities

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization Fiscal Year 2019-2023 Project Priorities - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Florida-Alabama Transportation Planning Organization Fiscal Year 2019-2023 Project Priorities:

A. Review and approve the recommended changes to the Florida-Alabama (FL-AL) Transportation Planning Organization (TPO) Fiscal Year (FY) 2019-2023 Project Priorities (included in Background Section); and

B. Direct Public Works staff to submit the recommended changes to TPO staff prior to the June 20, 2017, deadline.

BACKGROUND:

The FL-AL TPO must provide an annual, TPO Board-approved Project Priorities document to Florida Department of Transportation (FDOT) staff to be incorporated into the newest FDOT Tentative 5-Year Work Program. FDOT staff uses the Project Priorities document when considering future funding allocations, programming, etc. The FDOT Tentative 5-Year Work Program is usually provided to the public and TPO for review and input each winter, and then, upon TPO approval, is transmitted to the State of Florida for Legislative review and approval, after which it becomes the Transportation Improvement Program (TIP.)

Each year, Public Works staff briefs the Board on the Draft FL-AL TPO Project Priorities document, prepared by TPO staff. Public Works staff discussed the document with the Board at the May 11, 2017, Committee of the Whole (COW) meeting. The Board directed staff to verify that the Annual Average Daily Traffic (AADT) numbers that were provided in the COW presentation were the most accurate. Public Works staff followed up with TPO staff, received some clarity, and inserted the updated numbers into the updated

COW presentation.

Below are the current TPO Rankings for Escambia County Non-Strategic Intermodal System (SIS) Projects and staff's recommended Ranking (Note #10 is the #1 Capacity Project):

Current Ranking

- #10 - Nine Mile Road from Mobile Highway to Beulah Road
- #11 - Burgess Road from US Highway 29 to Hilburn Road
- #13 - US Highway 29 Connector from Nine Mile Road to US Highway 29
- #17 - Blue Angel Parkway from Sorrento Road to US Highway 98
- #18 - Gulf Beach Highway from Fairfield Drive to Navy Boulevard
- #19 - Gulf Beach Highway from Fairfield Drive to Blue Angel Parkway
- #23 - 9th Avenue/Tippin Avenue/Langley Avenue Intersections
- #24 - Pinestead-Longleaf Connector from Pine Forest Road to US Highway 29
- #25 - Pine Forest Road from I-10 to Nine Mile Road
- #26 - Perdido Key Drive from Alabama State Line to Innerarity Point Road
- #27 - US Highway 90 from Scenic Highway to Santa Rosa County Line
- #29 - Sorrento Road from Old Gulf Beach Highway to Blue Angel Parkway
- #32 - Express Bus - Northwest Escambia and Santa Rosa from Pensacola to Beulah
- #33 - Mobile Highway from Nine Mile Road to Godwin Lane
- #35 - Fairfield Drive from Mobile Highway to Lillian Highway

Staff Recommended Ranking (Projects recommended to change are underlined)

- #10 - Nine Mile Road from Mobile Highway to Beulah Road
- #11 - Burgess Road from US Highway 29 to Hilburn Road
- #13 - US Highway 29 Connector from Nine Mile Road to US Highway 29?
- #17 - Pine Forest Road from I-10 to Nine Mile Road (From #25)
- #18 - Gulf Beach Highway from Fairfield Drive to Navy Boulevard
- #19 - Gulf Beach Highway from Fairfield Drive to Blue Angel Parkway?
- #23 - Blue Angel Parkway from Sorrento Road to US Highway 98 (From #17)
- #24 - Pinestead-Longleaf Connector from Pine Forest Road to US Highway 29
- #25 - 9th Avenue/Tippin Avenue/Langley Avenue Intersections (From #23)
- #26 - Perdido Key Drive from Alabama State Line to Innerarity Point Road
- #27 - US Highway 90 from Scenic Highway to Santa Rosa County Line
- #29 - Sorrento Road from Old Gulf Beach Highway to Blue Angel Parkway
- #32 - Express Bus - Northwest Escambia and Santa Rosa from Pensacola to Beulah
- #33 - Mobile Highway from Nine Mile Road to Godwin Lane
- #35 - Fairfield Drive from Mobile Highway to Lillian Highway

It is important to note that the staff-recommended changes do not impact the rankings from any of the other TPO jurisdictions. This is simply a re-prioritizing of the existing Escambia County Project Priorities.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the recommended changes, Escambia County Public Works staff will coordinate with TPO staff for proper implementation.

Attachments

Draft FY19-23 FL-AL TPO Project Priorities

Updated 5-11-17 COW Presentation

FY 2019 - FY 2023 Florida-Alabama TPO Project Priorities

Prepared for

**Florida-Alabama Transportation Planning Organization;
Florida Department of Transportation, District Three; and
Alabama Department of Transportation**

Prepared by

**West Florida Regional Planning Council
Staff to the Florida-Alabama Transportation Planning Organization**



Draft May 19, 2017

Amended:



This report was financed in part by the U.S. Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Florida Department of Transportation, the Alabama Department of Transportation, and local participating governments, in partial fulfillment of UPWP Work Task C.1. This document does not necessarily reflect the official reviews or policies of the U.S. Department of Transportation.

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**Table 1: FY 19 - 23 Committed Non-Strategic Intermodal System (Non-SIS) Capacity Project Priorities – Florida
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2186053	Nine Mile Road (ESC)	Pine Forest Road	US 29	PD&E Study – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2186057	Nine Mile Road (ESC)	I-10	Pine Forest Road	PD&E Study – Complete	Widen to 4 Lanes
				Design – Underway	
				ROW – Complete	
				Construction – Underway	
2186056	Nine Mile Road (ESC)	Beulah Road	I-10	PD&E – Complete	Widen to 4 Lanes
				Design – Underway	
				ROW – Complete	
				Construction – Underway	
4378441	17th Avenue (ESC)	At Bayfront Parkway		PD&E – Underway	Interchange
				Design – Underway	
				ROW – No Significant Cost	
				Construction – Funded FY 18/19	

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
NA	Regional ITS Plan Projects ¹	\$25,000,000 from funding sources outside the FDOT District III Work Program with no impacts to the TPO’s Project Priorities				1A
4280581	Regional ITS Plan Projects	\$400,000 Annual Maintenance for ITS \$1,400,000 for Operations and Maintenance/Capital Improvements for ITS if the \$25,000,000 is funded				1B
4371151	FY 2019 East Bay Boulevard (CR 399) (SRC)	US 98	SR 87	Mobility Management Program \$150,000	2	
4371151	FY 2020 Glover Lane (SRC)	US 90	Berryhill Road			
4371151	FY 2021 West Spencer Field Road (SRC)	US 90	Berryhill Road			
4371151	FY 2022 Chumuckla Highway/ US 90 (SRC)	Intersection Improvements				
N/A	FY 2023 (ESC)	TBD	TBD			
4318833	FY 2019 US 98 (SRC)			Mobility Management Projects \$1,500,000 (Recommend Design be funded two year prior to the \$1,500,000 in Construction)	3	
4318834 & 4318835	FY 2020 US 90 & US 98 (SRC)					
4318836	FY 2021 US 90 & US 98 (SRC)					
4318837	FY 2022 Fairfield Drive (ESC)	US 90 (Mobile Highway)	Lillian Highway			
4409041	FY 2023 Main Street (ESC)	Barrancas Avenue	Clubbs Street			
4217331	Public Transportation Capital Improvements Flex Funds ²			\$300,000	4	

¹Regional ITS Plan projects are listed in Appendix A.

²See Project 421733-1 in Table 16 on page 28.

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
N/A	(ESC) FY 18/19			Bicycle/Pedestrian Projects \$350,000	5	
N/A	(ESC) FY 19/20					
4389082	(ESC) FY 20/21SR 293 (Perdido Key Drive)	Alabama State Line	Park Entrance			
N/A	(SRC) FY 21/22					
N/A	(SRC) FY 22/23					
4409041	W. Main Street	Barrancas Avenue	Clubbs Street	Complete Streets Program \$250,000	6A	
N/A	US 90	Willing Street	Stewart Street		6B	
4389081	SR 292 Perdido Key Drive (ESC)	Park Entrance	Gongora	Regional Trail Program \$250,000	7A	
N/A	University of West Florida’s Scenic Bluff’s Corridor Connection on University of West Florida Campus and along Ten Mile Road/Greenbrier Road				7B	
NA	Safety Education Program	\$60,000				8
NA	Compress Natural Gas (CNG) Program	\$60,000				9
2186055	Nine Mile Road (ESC)	Mobile Highway	Beulah Road	Widen to 4 lanes	PD&E – Complete	10
					Design – Funded FY 17/18	
					ROW – Funded FY 19/20 and FY 20/21	
2184291	Burgess Road (ESC)	US 29	Hilburn Road	Widen to 4 lanes	Construction ¹	11
					PD&E – Complete	
					Design – Complete	
2204401	US 98 (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	ROW – Funded FY 17/18 with Local and State funds and FY 20/21 with State funds	12
					Construction ¹	
					PD&E – Complete	
					Design – Complete	
					ROW – Underway	
					Construction ¹	

¹Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
NA	US 29 Connector (ESC) ²	Beulah Interchange	US 29	New 4 lane facility	PD&E – Underway Design – Cost Feasible with Local funds ¹ ROW – Cost Feasible with Local funds ¹ Construction	13
	FDOT is currently administering a PD&E Study for a new interchange at 1-10 @ Beulah Road. As this study progresses, it is the Department's intent to consider adding the Beulah interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add Beulah Road to the SIS, phases of the project beyond the PD&E phase would be eligible for SIS funds					
4409151	US 90 (SRC)	Glover Lane / Old Highway 90	SR 87N Stewart Street	Widen to 4 lanes	PD&E – Underway Design – Funded FY17/18 ROW ¹ Construction	14
4409152	US 90 (SRC)	SR 87N Stewart Street	CR 89 / Ward Basin Road	Widen to 4 lanes	PD&E – Underway Design ¹ ROW ¹ Construction	15
4409153	US 90 (SRC)	CR 89 / Ward Basin Road	SR 87S	Widen to 4 lanes	PD&E – Underway Design – Funded FY18/19 and FY 19/20 ROW ¹ Construction	16
2204363	US 90 (SRC)	Escambia County Line	Glover Lane / Old Highway 90	Widen to 6 lanes	PD&E – Underway Design ¹ ROW Construction.	17
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	Widen to 4 lanes	PD&E – Complete Design – Underway ROW Funded in FY 20/21 with local funds Construction – Cost Feasible with Local funds ¹	18

¹Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

²The PD&E Study for the Beulah Road Interchange is funded under project #4331131 with state and federal SIS funds

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
2184932	Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 lanes	PD&E – Funded FY17/18 and FY18/19 Design ¹ ROW ¹ Construction ¹	19
2184933	Sorrento Road/Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 lanes	PD&E – Funded FY17/18 and FY18/19 Design ¹ ROW ¹ Construction	20
NA	Bayfront Parkway (PNS)	Tarragona Street	Chase Street	2 Lane Improvement	PD&E ¹ Design ¹ ROW – Not Required Construction ¹	21
NA	Main Street (PNS) ³	Barrancas Avenue	Clubbs Street	2 Lane Improvement	PD&E ¹ Design ¹ ROW – Not Required Construction ¹	22
NA	Express Bus Service (ESC/SRC)	Milton	Beulah	New Bus Route Capital Purchase	n/a	23
2186202	Langley Avenue/Tippin Avenue/9th Avenue (ESC)	Major Intersection Improvement			PD&E – Complete Design is at 30% and on hold pending future funding ROW Construction	24
4210141 4210143	Pinestead-Longleaf Connector (ESC) ²	Pine Forest Road	US 29	Widen to 4 lanes	PD&E – Complete Design – Underway ROW Construction	25

¹Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

²Escambia County will be requesting FDOT to change the project limits from Pine Forest Road to Kemp and Kemp to US 29 and funding on this project since TRIP money has been involved in this Project.

³Project also included under Priority 6A for Complete Streets.

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
NA	Pine Forest Road (ESC)	I-10	Nine Mile Road	Widen to 4 lanes	PD&E ¹ Design ¹ ROW ¹ Construction ¹	26
4210111	SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/ Innerarity Point Road	Provide multimodal Improvement	PD&E – Complete Design ROW Construction	27
2204362	US 90 (ESC)	Scenic Highway	Santa Rosa County Line	Widen to 6 lanes	PD&E – Underway Design ¹ ROW Construction	28
2204265	US 98 (SR 30) (SRC)	East of Ramble Bay Lane	Okaloosa County Line	Widen to 6 lanes	PD&E – Underway Design – Funded FY20/21 and FY 21/22 ROW Construction	29
4210112	Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	Widen to 4 Lanes	PD&E – On Hold ² Design ¹ ROW Construction	30
NA	US98 (SR30) (SRC)	At SR 399		Major Intersection Improvement	PD&E ¹ Design ¹ ROW Construction	31
2204262	US98 (SR30) (SRC)	Portside Drive	East of Ramble Bay Lane	Widen to 6 Lanes	PD&E – Underway Design ¹ ROW Construction	32

¹Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

² To complete the PD&E additional funds would need to be programmed. This phase will stay on hold until Escambia County and TPO advise FDOT that they would like FDOT to proceed with finishing the PD&E

Table 2: FY 19 - 23 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 19-23 Priority Ranking
NA	Express Bus - Northwest (ESC/SRC)	Pensacola	Beulah	New Bus Route Capital Purchase	n/a	33
NA	Mobile Highway (ESC)	Nine Mile Road (US 90A)	Godwin Lane	Widen to 4 Lanes	PD&E ¹ Design ¹ ROW Construction	34
4369021	Navarre Community Access Road (SRC)	Edgewood Drive	Whispering Pines Road	Construct 2 lane Connectivity	PD&E ¹ Design ¹ ROW Construction	35
NA	Fairfield Drive (ESC)	Mobile Highway	Lillian Highway	Widen to 4 Lanes	PD&E ¹ Design ¹ ROW Construction	36
NA	Berryhill Road (SRC)	Woodbine Road	West Spencer Field Road	Widen to 3 Lanes	PD&E ¹ Design ¹ ROW Construction	37
NA	Woodbine Road (SRC)	US 90	Berryhill Road	Widen to 4 Lanes	PD&E ¹ Design ¹ ROW Construction	38
NA	East Bay Boulevard (SRC)	SR 87	Edgewood Drive	Enhanced 2 lane facility	PD&E ¹ Design ¹ ROW Construction	39

¹Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

Table 3: FY 19 - 23 Committed Strategic Intermodal System (SIS) Project Priorities – Florida
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2224771	I-10 (ESC)	Davis Highway	Scenic Highway	PD&E Study – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2204424	SR 87 (SRC)	Eglin AFB Boundary	2 miles south of the Yellow River	PD&E Study – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
4130623	I-10 (ESC)	Escambia Bay Bridge	Avalon Boulevard	PD&E – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Not Required	
				Construction – Underway	
2186031	US 29 (ESC)	I-10	9 1/2 Mile Road	PD&E – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2204427	SR 87 (SRC)	2 miles south of the Yellow River	CR 184	PD&E – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	

Table 3: FY 19 - 23 Committed Strategic Intermodal System (SIS) Project Priorities – Florida
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2224762	I-10 (ESC)		at US 29 (SR 95) Phase I	PD&E – Complete	Modify Interchange
				Design – Complete	
				ROW not Required	
				Construction – Underway	

Table 4: FY 19 - 23 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 19-23 Priority Ranking
2224761	I-10 (ESC)	at US 29 (SR 95)		PD&E – Complete Design – Underway ROW – Funded FY 20/21 and FY 21/22 Construction¹	Interchange	1
4331131	Beulah Interchange (ESC)	at I-10 (SR 8)		PD&E – Underway Design¹ ROW Construction	New Interchange	2
NA	I-10 (ESC) ⁴	at Nine Mile Road		PD&E Design ROW Construction	Safety/Operation Improvement West Bound Nine Mile Road	3A
4379051 ²	I-10 (ESC)	Alabama Line	West of SR 95 (US 29)	PD&E – Funded FY 17/18 Design¹ ROW¹ Construction¹	Widen to 6 Lanes	3B
NA	US 29 Connector (ESC)	Beulah Interchange	US 29	PD&E – Underway Design¹	New 4 lane facility	4
	FDOT is currently administering a PD&E Study for a new interchange at 1-10 @ Beulah Road. As this study progresses, it is the Department's intent to consider adding the Beulah interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add Beulah Road to the SIS, phases of the project beyond the PD&E phase would be eligible for SIS funds			ROW Construction		
4167482	SR 87 North (SRC)	CR 87A (Langley Street)	Neal Kennington Road ³	PD&E – Complete Design – Underway ROW Construction	Widen to 4 lanes	5

¹Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program

²Current PD&E limits is from SR 10 (US 90A) Nine Mile Road to West of US 29 (SR 95). Escambia County requests the PD&E Limits be Alabama State Line to West of SR 95 (US 29).

³The portion from Neal Kennington Road to Coldwater Church Road is outside the TPO Boundary

⁴Will be funded under a supplemental to 2186057 Nine Mile Road Widening from I-10 to Pine Forest Road.

Table 4: FY 19 - 23 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 19-23 Priority Ranking
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	PD&E – Complete Design – Underway ROW Funded in FY 20/21 Construction	Widen to 4 lanes	6
4167483	SR 87 Connector (SRC)	SR 87 South	SR 87 North	PD&E – Underway Design – Funded FY 18/19 ROW Construction	Widen to 4 lanes	7
NA	Blue Angel Parkway (ESC)	US 98	Saufley Field Road	PD&E – Complete Design ¹ ROW Construction	Widen to 4 lanes	8
2204265	US 98 (SR 30) (SRC)	East of Ramble Bay Lane	Okaloosa County Line	PD&E – Underway Design – Funded FY 20/21 and FY 21/22 ROW Construction	Widen to 6 lanes	9
NA	US 98 (SR 30) (ESC)	Florida-Alabama State Line	Blue Angel Parkway	PD&E ¹ Design ¹ ROW Construction	Widen to 4 lanes	10
NA	US 98 (SR 30) (SRC)	At SR 399		PD&E ¹ Design ¹ ROW Construction	Major Intersection Improvement	11

¹Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

Table 4: FY 19 - 23 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 19-23 Priority Ranking
2204262	US 98 (SR 30) (SRC)	Portside Drive	East of Ramble Bay Lane	PD&E – Underway	Widen to 6 lanes	12
				Design ¹		
				ROW		
NA	I-10 (ESC)	US 29	Davis Highway	Construction	Widen to 8 lanes	13
				PD&E ¹		
				Design ¹		
				ROW		
				Construction		

¹Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

Table 5: FY 19 - 23 Capacity Project Priorities – Alabama

ALDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 19-23 Priority Ranking
100066601 100040566 100040567 100040568	SR 180 (Canal Road) ¹	SR 59	Foley Beach Expressway	Design – Underway ROW– Funded FY 18/29 Utilities – Funded FY 19/20 Construction – Funded in FY 20/21	Widen to 5 lanes	1
100066422 100040588 100040589	SR 180 (Canal Road) ¹	Foley Beach Expressway	SR 161 (Orange Beach Boulevard)	Design –Underway Utilities – Funded FY 20/21 Construction – Funded in FY 21/22	Widen to 5 lanes	2

¹British Petroleum funds were used as a funding source for these projects.

**Table 6: FY 19 - 23 Committed Transportation Systems Management (TSM) Project Priorities
Not Subject to Priority Ranking**

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Construction Scheduled	Project Description/Limits	Improvement
NA	FY 13/14 – Push Button Project (ESC)	SR 727 (Fairfield Drive) @ SR 10A (Mobile Highway) ¹	Extend Southbound right turn lane to 500 feet
NA	FY 13/14 – Push Button Project (ESC)	SR 727 (Fairfield Drive) @ SR 10A (Mobile Highway) ¹	Construct Eastbound right turn lane with 200 feet of storage
4317851 (ESC)	FY 16/17	SR 742 (Creighton Road) @ SR 289 (9 th Avenue)	Construct dual Eastbound left turn lanes with 495 feet of storage.
4317852 (ESC)	FY 16/17	SR 289 (9 th Avenue) @ SR 742 (Creighton Road)	Construct dual Northbound left turn lanes with 495 feet of storage
4334481 (ESC)	FY 16/17	SR 10A (Mobile Highway) @ Woodside Drive	Construct a Westbound left turn lane with 150 feet of storage
4382761 (ESC)	FY 16/17	SR 291 (N. Davis Highway) @ University Parkway	Install Advance Warning Street Signs on Southbound Approach Intersections Install Retro Reflective Backplates Install Supplemental Post Mounted Signal Head
4367191 (ESC)	FY 17/18	SR 295 (New Warrington Rd) @ CR 298A (Jackson Street)	Construct Northbound right turn lane and Southbound right turn lane on SR 295; Redesign the existing northbound and southbound left-turn lanes on SR 295; and Extend eastbound and westbound left-turn lanes on W. Jackson to provide at least 150 feet of storage
4367241 (ESC)	FY 17/18	SR 10A (US 90) Mobile Highway @ CR 99 (Beulah Road)	Construct turn lane and Traffic Signal Cross Drain improvements on Mobile Highway
4381501 (ESC)	FY 17/18	Escambia County Video Camera Vehicle Detection	Installation of Video Detection Equipment at a total of nine intersections on SR 10A (Nine Mile Road), SR 295 (New Warrington Road), and SR 95 (US 29)
4367201 (ESC)	FY 18/19	SR 292 (Gulf Beach Highway) @ SR 727 (Fairfield Drive)	Construct Westbound right turn lane channelized and Southbound left turn lane with 100 feet of storage, signalization upgrade
4406581 (ESC)	FY 19/20	SR 292 (Gulf Beach Highway) @ Patton Drive SR 292 (Gulf Beach Highway) @ Sunset Avenue	1 - Signalize Patton Drive and Sunset Avenue 2 - Access management to intersection turn lanes 3 - Widen road to facilitate turn lane improvements

¹Project will be completed under FDOT Item Segment #430785-1 Mobile Highway Resurfacing Project from Edison Drive to Lynch Street.

Table 7: FY 19 - 23 Transportation Systems Management (TSM) Project Priorities

FDOT Item-Segment	FY 19-23 Priority Ranking	Major Street	Minor Street	Description	Estimated Costs
N/A	1	SR 292 (Sorrento Road) (ESC)	CR 293 (Bauer Road)	1 - Construct Eastbound Right Turn Lane 2 - Construct Northbound Right Turn Lane 3 - Extend Westbound Left Turn Lane 4 - Extend Westbound Right Turn Lane 5 - Reconfigure Signal Hardware	\$804,274 for Construction \$111,400 for ROW
N/A	2	SR 30 (US 98) (SRC)	Luneta Prado	1 - Access Management 2 - Additional Turn Lanes	\$310,210 for Construction \$100,000 for ROW
4399641	3	SR 292 (Sorrento Road) (ESC)	CR 292A (Innerarity Point Road)	1 – Construct Southbound Right Turn Lane 2 – Construct Westbound Right Turn Lane 3 – Extend Eastbound Left Turn Lane	\$904,735 for Construction \$236,000 for ROW
N/A	4	SR95 (US29) (ESC)	CR 186 (Kingsfield Road)	1. Reconstruct Span Wire Signal 2. Construct Eastbound Right Turn Lane 3. Reconstruct Railroad Grade Crossing	\$640,718 for Construction \$0 for ROW
N/A	5	State System wide		1 - Uninterrupted Power Supply Upgrades to Intersections	In Progress

Note: The TPO is actively seeking additional projects for the TSM project priority list. These projects may come from existing and future corridor studies as well as requests from the TPO or the general public.

Table 8: FY 19 - 23 Committed Transportation Alternatives Program (TAP) Project Priorities – Florida
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Description
4370851	Bauer Road (ESC)	Sorrento Rd	Gulf Beach Hwy	This project will install paved shoulders along both sides of Bauer Rd in Escambia County. The project length is approximately 1.29 miles and begins at Sorrento Rd (SR-292) and ends at Gulf Beach Hwy (CR-292A). This project will connect to existing paved shoulders on Gulf Beach Hwy and will terminate at the entrance to Big Lagoon State Park. Funded in FY 16/17.
4370872	Glover Lane	Hobbs Middle School	Hamilton Bridge Road	Project will install 2,800 feet of sidewalk on the west side of Glover Lane connecting Hobbs Middle School to Hamilton Bridge Road. Funded in FY 17/18.
4369851	King Middle School Sidewalks (SRC)	Stewart St	Dogwood Dr	Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a connector between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St. Funded in FY 17/18
4335752	Blackwater Heritage Trail Connector (SRC)	Blackwater Heritage Trail	Walker Street	Construction of sidewalk filling in gaps from Blackwater Heritage Trail east on June Street, south on Susan Street, and east on Walker Street. Funded in FY 17/18
4370871	Hamilton Bridge Road (SRC)	East Spencer Field Rd	Jim Dandy Lane	Design and construction of 5,500feet of sidewalk on the north side of Hamilton Bridge Rd. from East Spencer Field to Crystal Creek subdivision. Funded in FY 18/19.

Table 9: FY 19 - 23 Transportation Alternatives Program (TAP) Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Project Name	From	To	Description
4381142	1	Old Bagdad Highway (SRC)	Avalon Boulevard on the west to the entrance of County Optimist Park	East Side of Parkmore Plaza Drive to Highway 90	Project will construct 4,470 ft of 5' ft sidewalk on the north side of Old Bagdad Highway from Avalon Boulevard on the west to the entrance of County Optimist Park on the east. A 5 ft sidewalk will also go from Old Bagdad Highway south along the east side of Parkmore Plaza Drive to Highway 90. Construction funded in FY 21/22.
4407411	2	Tom King Bayou Pedestrian Bridge (SRC)	East Bayou Blvd CR 399		The East Bay Boulevard, CR 399 multi-use path is approximately 10 miles long stretching from US 98 on the southwest boundary to SR 87 on the northeast boundary. The Tom King Bayou Pedestrian Bridge is the last connection that will allow a safer interaction between the two sides for all disabled, elderly and youth populations. Construction funded in FY 20/21
NA	3	Pensacola Beach Ferry Service Landing Site (ESC)	Quietwater Beach		Project will be for construction of landside and waterside facilities for the Ferry Landing site, this includes but is not limited to a dock additions, handrails, boat ramps, shade pavilions etc.
NA	4	Fairpoint to Shoreline Multi-use Pathway (SRC) ¹	Fairpoint Drive	Shoreline Drive	Project will form a collected loop for multi-use pathway and boardwalk trail on Shoreline Drive, Fairpoint Drive, and wetlands boardwalk trail south of Shoreline Drive in Gulf Breeze. 3.93 mile
NA	5	Henry Street (SRC)	Old Bagdad Hwy	Canal St	Sidewalk Design - Project is a sidewalk on the both sides of Henry Street (CR 191).5,250 ft.
NA	6	South Chemstrand Road (ESC)	Johnson Avenue	Nine Mile Road	This project will install sidewalks along Chemstrand Rd in Escambia County. The project length is approximately 1.0 miles and begins at Johnson Ave and ends at Nine Mile Rd (SR-10). This project will provide a connection to sidewalks on Johnson Ave
4335772	7	Saufley Field Road (ESC)	Mobile Highway	Saufley Field Gate	Project will construct Sidewalks on both sides of Saufley Field Rd, CR-296. The project length is approximately 2.1 miles and begins at Mobile Hwy. SR-10A, and ends at the front gate of Naval Air Station Saufley Field. Design Funded in FY 14/15.

¹If Priority #4 (Fairpoint to Shoreline Multi-Use Pathway) is determined not to be acceptable for TAP funding, fund Priority #11 (Panhandle Trail/Military Trail) instead.

Table 9: FY 19 - 23 Transportation Alternatives Program (TAP) Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Project Name	From	To	Description
NA	8	Perdido Key Drive (ESC)	Perdido Key State Park Entrance	Theo Baars Bridge	This project will provide for construction of a ten' wide multi-use path on the north side of Perdido Key Dr. (SR 292) along with 5' concrete sidewalks on the south side connecting heavily developed areas on Perdido Key. 3.86 miles
NA	9	Olive Road Phase II(ESC)	Cody Lane	Davis Highway	This project will install sidewalks on the north side of Olive Rd (CR-290) in Escambia County. The project length is approximately 1.03 miles and begins at Cody Ln and ends at Davis Hwy (SR-291). Escambia County has recently completed construction on Olive Rd which included resurfacing, miscellaneous drainage and water main upgrades. Sidewalks were not included in the project due to budget constraints.
NA	10	Chemstrand Road (ESC)	Nine Mile Rd	Ten Mile Rd	Install sidewalks along both sides of Chemstrand Rd (CR-749) in Escambia County. The project length is approximately 1.0 mile and begins at Nine Mile Rd (SR-10) and ends at Ten Mile Rd.
NA	11	Panhandle Trail and Military Trail (SRC) ¹	Navarre Parkway	East River Drive	5,350 ft bike lanes on Panhandle Trail and 1,300 sidewalk on Military Trail
NA	12	Pace Lane (SRC)	Skipper Lane	Highway 90	Project will construct 1550 ft of 6' ft sidewalk along the west side of Pace Lane from Skipper Lane to US 90.
NA	13	Olive Road Phase I (ESC)	Palafox Street	Cody Lane	This project will install sidewalks on the north side of Olive Rd (CR-290) in Escambia County. The project length is approximately 1.3 miles and begins at Palafox St (CR-95A) and ends at Cody Ln.
NA	14	Dog Track Road (Esc)	Blue Angel Pkwy	Lillian Highway	This project will install paved shoulders along both sides of Dog Track Rd (CR-297) in Escambia County. The project length is approximately 2.06 miles and begins at Lillian Hwy (SR-30) and ends at Blue Angel Pkwy (SR-173).
NA	15	Stefani Road and Nine ½ Mile Road (ESC)	Stefani Road	Nine and One Half Mile Road	This project will install sidewalks on the east side of Stefani Rd between Nine Mile Rd and Nine & ½ Mile Rd (0.5 miles) in Escambia County. Sidewalks are also proposed along the north side of Nine & ½ Mile Rd between Pine Forest Rd and Stefani Rd (0.75 miles).
NA	16	Pace Lane (SRC)	Skipper Lane	Matthew Road	Project is for design only of a sidewalk on the west side of Pace Lane from the intersection of Skipper Lane to Mathew Road, southward for 3,350 LF

¹If Priority #4 (Fairpoint to Shoreline Multi-Use Pathway) is determined not to be acceptable for TAP funding, fund Priority #11 (Panhandle Trail/Military Trail) instead.

Table 10: FY 19 - 23 Committed Transportation Alternatives Program (TAP) Project Priorities – Alabama
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item- Segment	Project Name	From	To	Description
NA				

Table 11: FY 19 - 23 Transportation Alternatives Program (TAP) Project Priorities – Alabama

ALDDOT Item-Segment	FY 19-23 Priority Ranking	Project Name	From	To	Description
NA	1	Orange Beach Canal Road District Project (BAL)	SR 161	Foley Beach Express	Project will consist of two sections of new concrete sidewalk. Section One will construct 12,532 linear feet of concrete sidewalk along SR 180 and the West Florida Avenue right-of-way. Section Two will construct 1,223 linear feet of concrete sidewalk along the south side of SR 180 from West Florida Avenue to tie into an existing 6-foot wide concrete sidewalk.

Table 12: FY 19 - 23 Committed Bicycle & Pedestrian Projects – Florida
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Road Name	From	To	Mode	Recommended Facility Type/Improvement
N/A					

DRAFT

Table 13: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
4389081	1	SR 292 Perdido Key Dr. (ESC)	Park Entrance	Gongora Drive	Bike/Ped	Sidewalks/Multi-Use Path
4389082	2	SR 292 Perdido Key Dr. (ESC)	Alabama State Line	Park Entrance	Bike/Ped	Sidewalks/Multi-Use Path
4257455	3	Old Corry Field Road (CR 295A) Navy Blvd Alt. Bike Route (ESC)	SR 292 Barrancas Avenue	SR 30 (N. Navy Blvd.)	Bike/Ped	1.217 miles of Paved Shoulders
2186302	4	US 98 (ESC)	New Warrington Road	Bayou Chico Bridge	Pedestrian	1.326 miles of Bicycle/Pedestrian Features
NA	5	Davis Highway (ESC)	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designate bike lane if possible or re-stripe for wide outside lane
NA	6	9 th Avenue (ESC)	Creighton Road	Bayou Boulevard	Bicycle	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane
NA	7	9 th Avenue (ESC)	Cervantes Street	Bayfront Parkway	Bicycle	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane
NA	8	Sorrento Road/ Gulf Beach Highway (ESC)	CR 297	Patton Drive	Pedestrian	3.75 miles Sidewalks both sides
NA	9	Johnson Avenue (ESC)	US 29	Olive Road	Bike	6.135 miles Paved shoulders
NA	10	Langley Avenue (ESC)	Scenic Heights Elementary School	Leesway Boulevard	Pedestrian	Medians and pedestrian crossing
NA	11	US 98 Gulf Islands National Seashore Eastbound alternative route (SRC)	3 Mile Bridge	Fairpoint Drive	Bicycle	2.07 miles Paved with shoulders and signage
			Fairpoint Drive	Sunset Drive		
			Sunset Drive	Shoreline Drive		
			Shoreline Drive	US 98		
NA	12	US 98 Gulf Islands National Seashore Westbound alternative route (SRC)	McClure	Joachim	Bicycle	0.931 miles Paved with shoulders and signage
			Joachim	Daniel		
			N. on Daniel / Kenilworth	Northcliff		
			Northcliff	US 98		
NA	13	Park Ave (SRC)	SR 89	Byrom Street	Pedestrian	.505 miles sidewalks north side
			Byrom Street	SR 87	Pedestrian	0.27 miles Sidewalks south side
			SR 87	Blackwater Heritage Trail	Pedestrian	.073 miles sidewalks on both sides

Table 13: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
N/A	14	Creighton Road SR 742 (ESC)	Plantation Road	Davis Highway	Bicycle	Restripe Candidate
NA	15	Garden/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate
NA	16	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate
NA	17	E Street CR 443 (ESC)	Cross Street	Texar Drive	Bicycle	Restripe Candidate
NA	18	SR 95 (US 29) (ESC)	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate
NA	19	Saufley Field Road CR 296 (ESC)	Muldoon Road	Mobile Highway	Bicycle	Restripe Candidate
NA	20	Gulf Beach Highway SR 292 (ESC)	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate
NA	21	9th Avenue (SR 289) (ESC)	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	22	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)
NA	23	Fairfield Drive (SR 295) (ESC)	New Warrington Road	"W" Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)
NA	24	Scenic Highway SR 10A(US 90) (ESC)	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	25	SR 10 (US 90) (SRC)	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate
NA	26	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	27	Garden Street/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	28	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	29	Chase Street/1 Way EB (Bus US 98) (ESC)	North Palafox Street	9th Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	30	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major
NA	31	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor
NA	32	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	33	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Bicycle	DCSN
NA	34	Fairfield Drive (SR 727) (ESC)	Bruce St	Mobile Highway/US 90	Bicycle	Add Paved Shoulders – Minor

Table 13: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
NA	35	17th Avenue (ESC)	S of RR Tracks	Cervantes Street/US 90	Bicycle	DCSN
NA	36	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major
NA	37	Navy Boulevard (SR 295) (ESC)	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	38	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	39	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor
NA	40	Davis Highway (SR 291) (ESC)	University Parkway	Nine Mile Road/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	41	Lillian Highway (SR 298) (ESC)	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major
NA	42	9th Avenue (SR 289) (ESC)	Dunmire Street	Beau Terra Lane	Bicycle	DCSN
NA	43	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	44	Fairfield Drive (SR 727) (ESC)	Bruce Street	Mobile Highway/US 90	Pedestrian	Add Sidewalk (Minor Regrading)
NA	45	Saufley Field Road (CR 296) (ESC)	Blue Angel Parkway	Muldoon Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	46	Oriole Beach Road (SRC)	Palm Rd	US 98	Bicycle	DCSN
NA	47	Scenic Highway SR 10A(US 90) (ESC)	I-10/SR 8	Baybrook Drive	Pedestrian	Add Sidewalk (Major Regrading)
NA	48	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	49	Sorrento Road (SR 292) (ESC)	Gulf Beach Highway	Doug Ford Drive	Bicycle	Add Paved Shoulders - Major
NA	50	Main Street (ESC)	Baylen Street	Tarragona Street	Bicycle	DCSN
NA	51	E Street (CR 443) (ESC)	Yonge Street	Cross Street	Bicycle	DCSN
NA	52	Fairfield Drive (SR 295) (ESC)	Davis Highway	SR 289/9th Avenue	Bicycle	DCSN
NA	53	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)
NA	54	Gregory Street/1 Way WB (US 98) (ESC)	9th Street	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	55	Olive Road (SR 290) (ESC)	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	56	Navy Boulevard (SR 295) (ESC)	US 98	SR 295/New Warrington Road	Bicycle	DCSN
NA	57	W Street (CR 453) (ESC)	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)

Table 13: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
NA	58	Bauer Road (CR 293) (ESC)	Sorrento Road	Meadson Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	59	New Warrington Road (SR 295) (ESC)	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor
NA	60	Mobile Highway SR 10A (US 90) (ESC)	Bellview Avenue	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)
NA	61	Sorrento Rd /Gulf Beach Hwy SR 292 (ESC)	Blue Angel Parkway/SR 173	Dog Track Road	Bicycle	Add Paved Shoulders - Major
NA	62	SR 30 (US 98) (SRC)	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN
NA	63	Main Street (ESC)	"A" Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	64	Bayou Boulevard & Perry Avenue (ESC)	Cervantes Street/US 90	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	65	New Warrington Spur (SR 295) (ESC)	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)
NA	66	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	67	SR 95 (US 29) (ESC)	Tree Street	Morris Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	68	Olive Road (SR 290) (ESC)	Davis Highway/SR 291	Kipling Street	Pedestrian	Add Sidewalk (Major Regrading)
NA	69	Mobile Highway SR 10A (US 90) (ESC)	Massachusetts Avenue	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)
NA	70	Jackson Street(CR 298A) (ESC)	Pace Boulevard	"A" Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	71	Pensacola Beach Boulevard CR 399 (ESC)	North end of Bob Sikes Bridge	Via de Luna Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	72	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)
NA	73	E Burgess Road (SR 742) (ESC)	Confederate Drive	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	74	Davis Highway (SR 291) (ESC)	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)
NA	75	Fairfield Drive (SR 727) (ESC)	65th Avenue	Bruce Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	76	E Burgess Road (SR 742) (ESC)	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)

Table 14: FY 19 - 23 Committed Bicycle & Pedestrian Project Priorities – Alabama
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item-Segment	Road Name	From	To	Mode	Recommended Facility Type/Improvement
100060029	SR 42 (Alabama US 98) (BAL)	Barclay Avenue	Alabama State Line	Bicycle	Add Paved Shoulders – Major Funded FY 18/19

Table 15: FY 19 - 23 Bicycle & Pedestrian Project Priorities – Alabama

ALDOT Item Segment	FY 19-23 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
100063403 100063404	1	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Bicycle	Add Paved Shoulders (Major Regrading)
100063634 100063640	2	CR 99 (BAL)	CR 91	Carrier Drive	Bicycle	Add Paved Shoulders (Major Regrading)
100063635 100063641	3	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Bicycle	Add Paved Shoulders – Major
N/A	4	SR 42 Alabama US 98 (BAL)	Barclay Avenue	Alabama State Line	Pedestrian	Add Sidewalk (Major Regrading)
N/A	5	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Pedestrian	Add Sidewalk (Major Regrading)
N/A	6	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Bicycle	Add Paved Shoulders – Major
N/A	7	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Pedestrian	Add Sidewalk (Major Regrading)
N/A	8	CR 91 (BAL)	CR 99	US 98	Pedestrian	Add Sidewalk (Major Regrading)
N/A	9	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Pedestrian	Add Sidewalk (Major Regrading)
N/A	10	CR 99 (BAL)	CR 91	Carrier Drive	Pedestrian	Add Sidewalk (Major Regrading)

Table 16: FY 19 - 23 Escambia County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 19 2018-2019	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023
NA	TD – Escambia Trip & Equip Local Funds	90% 10%	Provide non sponsored trips and/or capital equipment to the trans disadv	666,815 74,091	666,815 74,091	666,815 74,091	666,815 74,091	666,815 74,091
NA	TD – Escambia Planning	100%	Planning agency duties for trans disadv planning related service	25,275	25,275	25,275	25,275	25,275
421717	FTA 5305 State Local Funds	80% 10% 10%	FL-AL TPO Planning grant funds	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148
429262-1	FTA 5307 Toll Revenue Credit	80% 20%	Capital – prev. maint, replacement vehicles, expansion vehicles, signage, shelters, transit centers, misc. equip, security and training	1,200,000 300,000	1,200,000 300,000	2,200,000 550,00	2,200,000 550,000	2,200,000 550,000
421733-1 ¹	FTA 5307 FLEX Toll Revenue Credit	80% 20%	Capital – prev. maint, replacement vehicles, expansion vehicles, signage, shelters, transit centers, misc. equip, security and training	300,000 75,000	300,000 75,000	300,000 75,000	300,000 75,000	300,000 75,000
430995-3	FTA 5307 Local Funds	50% 50%	Operating Assistance (Operating costs for equipment and facilities & JARC Projects)	2,000,000 2,000,000	2,000,000 2,000,000	1,000,000 1,000,000	1,000,000 1,000,000	1,000,000 1,000,000

¹Federal funds of \$300,000 correspond to the Non-SIS Priority 4 in Table 2.

Table 16: FY 19 - 23 Escambia County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 19 2018-2019	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023
430995-4	FTA 5339 Toll Revenue Credit	80% 20%	Capital – bus and bus related facilities	300,084 75,021	300,084 75,021	300,084 75,021	300,084 75,021	300,084 75,021
430995-2	FTA 5310 State Local Funds	80% 10% 10%	Capital – Enhanced Mobility of Seniors and Individuals with Disabilities	348,400 43,550 43,550	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750
430995-2	FTA 5310 Local Funds	50% 50%	Operating – Enhanced Mobility of Seniors and Individuals with Disabilities	350,000 350,000	350,000 350,000	350,000 350,000	350,000 350,000	350,000 350,000
422257-1	FDOT Block Grant Local Funds	50% 50%	Operating Assistance – Block Grant	830,000 830,000	830,000 830,000	830,000 830,000	830,000 830,000	830,000 830,000
NA	FDOT 5311 State Local Funds	80% 10% 10%	Capital – Rural Assistance	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245
421368-2	FDOT 5311 Local Funds	50% 50%	Operating – Rural Assistance	230,000 230,000	230,000 230,000	230,000 230,000	230,000 230,000	230,000 230,000
422260-1	FDOT	100%	Urban Corridor	420,000	434,059	447,081	450,000	450,000

Table 17: FY 19 - 23 Santa Rosa County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 19 2018-2019	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023
NA	TD – Santa Rosa T&E Local Funds	90% 10%	Provide non sponsored trips and/or capital equipment to the trans disadv	395,107 43,901	395,107 43,901	395,107 43,901	395,107 43,901	395,107 43,901
NA	TD – Santa Rosa Planning	100%	For planning agency to provide trans disadv planning related service	22,177	22,177	22,177	22,177	22,177
421371-3	FTA 5310 State Local Funds	80% 10% 10%	Capital – Enhanced Mobility of Seniors and Individuals with Disabilities	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750
421371-2	FDOT 5311 Local Funds	50% 50%	Operating – Rural Assistance	130,000 130,000	130,000 130,000	130,000 130,000	130,000 130,000	130,000 130,000

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2019

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357176	Construct Hangar Improvements	1,099,600	1,099,600		2,199,200
2	4296094	Design/Construct Parallel Taxiway Extension - SE quadrant	750,000	750,000	2,760,000	4,260,000
3	4296095	Runway 17/35 Extension – Environmental Assessment	750,000			750,000
4	TBA	Purchase Replacement ARFF Vehicle	35,000		665,000	700,000
5	TBA	ARFF Rehabilitation	40,000		360,000	400,000
6	4074361	Airfield Pavement and Lighting (LED) Rehabilitation - Design	15,000		135,000	150,000
		FY 19 Total	2,689,600	1,849,600	3,920,000	8,459,200

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2020

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357176	Construct Hangar Improvements	7,500,000	7,500,000		15,000,000
2	4357173	ILS/GPS Approach Runway 17/35 Extension	50,000	50,000	900,000	1,000,000
3	TBA	Airfield Pavement and Lighting (LED) Rehabilitation – Construction	155,500		1,399,500	1,555,000
4	TBA	Taxiway A Rehabilitation - Design	2,500		22,500	25,000
5	TBA	Taxiway B Rehabilitation - Design	2,500		22,500	25,000
		FY 20 Total	7,710,500	7,550,000	2,344,500	17,605,000

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2021

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357175	Relocate Helicopter Operations	84,600	84,600	1,530,000	1,699,200
2	TBA	Taxiway A Rehabilitation Phase I – Construction	236,900		2,132,100	2,369,000
3	TBA	Rehabilitate SW Apron - Design	200,000			200,000
		FY 21 Total	521,500	84,600	3,662,100	4,268,200

Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities

2022

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Taxiway B Rehabilitation Phase II - Construction	236,100		2,124,900	2,361,000
2	TBA	Rehabilitate SW Apron – Construction	125,000	125,000	2,250,000	2,500,000
3	TBA	GA Industrial Apron - Design	30,000		270,000	300,000
4	TBA	GA Ramp Expansion - Design	30,000		570,000	600,000
5	TBA	Runway 8/26 Pavement Rehabilitation – Design/Bid	650,000	650,000	11,700,000	13,000,000
		FY 22 Total	1,071,100	775,000	16,914,900	18,761,000

**Table 18: FY 19 - 23 Pensacola International Airport Aviation Project Priorities
2023**

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Runway 17/35 Extension - Design	750,000	750,000		1,500,000
2	TBA	Taxiway C & D Rehabilitation - Design	25,000	25,000		50,000
3	TBA	Industrial Apron - Construction	500,000	500,000	9,000,000	10,000,000
4	TBA	GA Ramp Expansion - Construction	150,000	150,000	2,700,000	3,000,000
		FY 23 Total	1,425,000	1,425,000	11,700,000	14,550,000

Table 19: FY 19 - 23 Peter Prince Airport Aviation Project Priorities

2019

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct three (3) new east apron T hangar Access taxilanes	39,000	39,000	702,000	780,000
2	TBA	Construct parking area (adjacent to existing East apron - Hangar Area)	13,600	54,000		67,600

2020

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct T Hangar (20 units) & apron	356,600	1,426,400		1,783,000
2	TBA	Rehabilitate/Replace Airfield Signage	2,500	2,500	45,000	50,000

2021

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Rehabilitation / Widening of Existing East Taxiways	55,000	55,000	990,000	1,100,000
2	TBA	Renovate Existing FBO facilities on West Apron)	15,000	15,000	270,000	300,000

**Table 19: FY 19 - 23 Peter Prince Airport Aviation Project Priorities
2022**

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Rehabilitation and Widening of Existing West Taxiway	91,855	91,855	1,653,390	1,837,100

2023

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construction of Runway Shoulders	33,,313	33,313	599,625	666,251
2	TBA	Construction of Corporate hangar Access Taxiway	36,000	144,000		180,000

Table 20: FY 19 - 23 Port of Pensacola Seaport Project Priorities

2019

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	No Projects Identified				

2020

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 6 Rehabilitation - Construction Phases II & III		TBD	5,000,000	5,000,000
2	Dredging of Berths 1, 2, 3, 5, 6	500,000	TBD		500,000
3	Rail Line and Switch Replacement		TBD	500,000	500,000

FSTED = Florida Seaport Transportation Economic Development Council

TBD=To Be Determined

Please note the city share is estimated. Exact Cost to be determined.

Table 20: FY 19 - 23 Port of Pensacola Seaport Project Priorities

2021

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 6 Rehabilitation - Construction Phases II & III		TBD	5,000,000	5,000,000
2	Berthe 5 Condition Assessment	250,000	62,500		312,500
3	Rail Line and Switch Replacement		TBD	500,000	500,000

2022

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 5 Rehabilitation - Design Phase		TBD	TBD	TBD

2023

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 5 Rehabilitation – Construction Phase		TBD	TBD	TBD

FSTED = Florida Seaport Transportation Economic Development Council

TBD=To Be Determined

Please note the city share is estimated. Exact Cost to be determined

**Table 21: FY 19 - 23 Bridge Replacement Project Priorities
Not Subject to Priority Ranking**

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement
US98 (SR 30) Phillip D. Beall Sr. Bridge (ESC/SRC)	Pensacola	Gulf Breeze	PD&E Study – Complete	Replacement of existing bridge with a 6 lane facility
			Design – Underway	
			ROW – Complete	
			Construction – Underway	
Quintette Road Bridge	Escambia County Side Landfall	Santa Rosa County Side Landfall	PD&E – Not Complete	Replacement of existing bridge over Escambia River
			Design – Not Complete	
			ROW – Not Complete	
			Construction – Not Complete	

Table 22: FY 19 - 23 Congestion Mitigation and Air Quality (CMAQ) Project Priorities

FDOT Item-Segment	FY 19-23 Priority Ranking	Description	Estimated Costs
NA	1	Northwest Florida Clean Cities Coalition Support staffing of the coalition by the TPO, development of a 5 year Implementation Plan and application for designation as a Clean Cities Coalition by the U.S. Dept. of Energy.	\$50,000
NA	2	TPO Alternatives Fuel Initiative This initiative provides for the conversion of fleets within the TPO region to alternative fuels (CNG, biofuel, electric, etc.) as well as the provision of fuel delivery infrastructure.	\$200,000
NA	3	TPO Commuter Services Program Funds support administration of the Program by the TPO, software maintenance, outreach and other promotional efforts.	\$75,000

Appendix A – Regional Intelligent Transportation System (ITS) Plan Projects

DRAFT



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

TMC Modifications

Escambia						
	Description :	Unit:	Quantity:	Note:	Unit Price:	Total:
	Video Monitor Wall	EA	1		\$ 50,000.00	\$ 50,000.00
	Workstations and Printers	EA	1		\$ 4,000.00	\$ 4,000.00
	Network Wiring/Equipment	LS	1		\$ 26,000.00	\$ 26,000.00
	Electrical/Lighting Modifications	LS	1		\$ 15,000.00	\$ 15,000.00
	Arch/Mechanical Modifications	LS	1		\$ 30,000.00	\$ 30,000.00
	Workstation Consoles	LS	1		\$ 4,000.00	\$ 4,000.00
	Software Licenses	LS	1		\$ 20,000.00	\$ 20,000.00
	Building Permits	LS	1		\$ 5,000.00	\$ 5,000.00
	Servers and Central Management Software	LS	1		\$ -	\$ -
						\$ 154,000.00
Pensacola						
	Description :	Unit:	Quantity:	Note:	Unit Price:	Total:
	Video Monitor Wall	EA	1		\$ 50,000.00	\$ 50,000.00
	Workstations and Printers	EA	1		\$ 4,000.00	\$ 4,000.00
	Network Wiring/Equipment	LS	1		\$ 26,000.00	\$ 26,000.00
	Electrical/Lighting Modifications	LS	1		\$ 20,000.00	\$ 20,000.00
	Arch/Mechanical Modifications	LS	1		\$ 45,000.00	\$ 45,000.00
	Workstation Consoles	LS	1		\$ 4,000.00	\$ 4,000.00
	Software Licenses	LS	1		\$ 20,000.00	\$ 20,000.00
	Building Permits	LS	1		\$ 5,000.00	\$ 5,000.00
	Servers and Central Management Software	LS	1		\$ -	\$ -
						\$ 174,000.00
	TMC SubTotal					\$ 328,000.00
101-1	Mobilization	LS	1		\$ 32,800.00	\$ 32,800.00
999-25	Contingency Amount - Initial	LS	1		\$ 36,080.00	\$ 36,080.00
	TMC Modifications Total					\$ 396,880.00



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

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November 23, 2015

Version 3.0

Ring No. 1/2

Intersections:

- 1 SR-30/SR-196/Bayfront Pkwy at 17th Ave
- 2 SR-30/Chase St at SR-196/Bayfront Pkwy
- 3 SR-30/Chase St at US-98/9th Ave
- 4 Chase St at Tarragona St
- 5 Chase St at Palafox St
- 6 Chase St at Baylen St
- 7 Gregory St at Taragona St
- 8 Gregory St at Palafox St
- 9 Gregory St at 9th Ave
- 10 Gregory St at Alcaniz St
- 11 Wright St at Palafox St
- 12 US-29/SR-95/Palafox St at Blount St

- 13 US-29/SR-95/Palafox St at Blount St
- 14 US-29/SR-95/Palafox St at Jordan St
- 15 US-29/SR-95/Palafox St at Maxwell St
- 16 US-29/SR-95/Palafox St at Cross St/Leonard St
- 17 SR-291/DR MLK JR Dr at Blount St
- 18 Blount St at Davis Hwy
- 19 Blount St at SR-289/9th Ave
- 20 Jordan St at SR-289/9th Ave
- 21 SR-291/DR MLK JR Dr at Maxwell St
- 22 SR-291/DR MLK JR Dr at SR-752/Texar Dr
- 23 SR-752/Texar Dr at Davis Hwy
- 24 SR-752/Texar Dr at SR-289/9th Ave

- 25 SR-752/Texar Dr at 12th Ave

Existing Under Phase I (not replaced):

- 1 US-29/SR-95/Palafox St at SR-752/Texar Dr (**MH)

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	8686		\$ 5.33 \$	46,294.60
630-2-12	Conduit, F&I, Directional Bore	LF	17371		\$ 11.60 \$	201,507.47
630-2-15	Conduit, F&I, Bridge Mount	LF	2916		\$ 16.51 \$	48,143.16
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	3801		\$ 3.15 \$	11,973.15
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	31707		\$ 2.81 \$	89,096.67
633-2-31	Fiber Optic Connection, Install, Splice	EA	244		\$ 49.53 \$	12,085.32
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	25		\$ 916.75 \$	22,918.75
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	37		\$ 99.05 \$	3,664.85
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	25		\$ 238.82 \$	5,970.50
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	13		\$ 858.43 \$	11,159.59
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	25		\$ 1,478.04 \$	36,951.00
635-3-12	Junction Box, F&I, Mounted	EA	4		\$ 842.56 \$	3,370.24
639-1-122	Electrical Power Service, F&I, Underground	EA	25		\$ 1,210.61 \$	30,265.25
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	25		\$ 896.74 \$	22,418.50
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	25		\$ 737.36 \$	18,434.00
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	25		\$ 22,500.00 \$	562,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	13		\$ 9,450.00 \$	122,850.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	25		\$ 2,360.68 \$	59,017.00
101-1	Mobilization	LS	\$ 65,431.00			
102-1	Maintenance of Traffic	LS	\$ 65,431.00			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Contingency Amount Initial		\$ 146,448.21			
Ring Total:					\$	1,610,930.26



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 3/4

Intersections:

- 1

US-90/SR-10A/Cerbantes St at Perry Ave
- 2

US-90/SR-10A/Cerbantes St at 17th St
- 3

US-90/SR-10A/Cerbantes St at 12th St
- 4

US-90/SR-10A/Cerbantes St at SR-289/9th Ave
- 5

US-90/SR-10A/Cerbantes St at Davis Hwy
- 6

US-90/SR-10A/Cerbantes St at Dr. MLK Jr Dr
- 7

US-90/SR-10A/Cerbantes St at Hayne St
- 8

US-90/SR-10A/Cerbantes St at US-29/SR-95/Palafox St
- 9

US-90/SR-10A/Cerbantes St at I-110 (SB)
- 10

US-90/SR-10A/Cerbantes St at Baylen St
- 11

US-90/SR-10A/Cerbantes St at Spring St
- 12

US-90/SR-10A/Cerbantes St at A St
- 13

US-90/SR-10A/Cerbantes St at CR-443/E St
- 14

US-90/SR-10A/Cerbantes St at SR-292/Pace Blvd
- 15

US-90/SR-10A/Cerbantes St at T St
- 16

US-90/SR-10A/Cerbantes St at CR-453/W St
- 17

US-90/SR-10A/Cerbantes St at Shoemaker St
- 18

US-90/SR-10A/Cerbantes St at Green St
- 19

CR-443/E St at Avery St
- 20

CR-443/E St at Jordan St
- 21

CR-443/E St at Leonard St
- 22

CR-443/E St at Moreno St
- 23

SR-292/Pace Blvd at Jackson St
- 24

SR-292/Pace Blvd at Jordan St
- 25

SR-292/Pace Blvd at St Mary Ave
- 26

CR-453/W St at Jackson St
- 27

CR-453/W St at Moreno St
- 28

CR-453/W St at Avery St
- 29

CR-453/W St at Scott St
- 30

CR-295A/Old Corry Field Rd at SR-294/Chiefs Way
- 31

Palafox St at Main St (MH**)
- 32

Business US-98/SR-30/Navy Blvd at CR-295A/Old Corry Field Rd
- 33

Business US-98/SR-30/Navy Blvd at SR-294/Chiefs Way
- 34

Business US-98/SR-30/Navy Blvd at CR-453/W St
- 35

Business US-98/SR-30/Navy Blvd at SR-292/Pace Blvd
- 36

Business US-98/SR-30/Garden St at E St
- 37

Business US-98/SR-30/Garden St at SR-292/Barrancas Ave
- 38

Business US-98/SR-30/Garden St at A St
- 39

Business US-98/SR-30/Garden St at Spring St
- 40

Business US-98/SR-30/Garden St at Baylen St
- 41

Business US-98/SR-30/Garden St at Palafox St
- 42

Business US-98/SR-30/Garden St at Jefferson St
- 43

Business US-98/SR-30/Garden St at Taragona St
- 44

SR-295/SR-727/SR-752/Texar Dr at CR-443/E St

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	20894		\$ 5.33	\$ 111,363.24
630-2-12	Conduit, F&I, Directional Bore	LF	41787		\$ 11.60	\$ 484,733.07
630-2-15	Conduit, F&I, Bridge Mount	LF	6861		\$ 16.51	\$ 113,275.11
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	17263		\$ 3.15	\$ 54,378.45
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	72681		\$ 2.81	\$ 204,233.61
633-2-31	Fiber Optic Connection, Install, Splice	EA	320		\$ 49.53	\$ 15,849.60
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	44		\$ 916.75	\$ 40,337.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	56		\$ 99.05	\$ 5,546.80
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	44		\$ 238.82	\$ 10,508.08
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	24		\$ 858.43	\$ 20,602.32
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	44		\$ 1,478.04	\$ 65,033.76
635-3-12	Junction Box, F&I, Mounted	EA	10		\$ 842.56	\$ 8,425.60
639-1-122	Electrical Power Service, F&I, Underground	EA	44		\$ 1,210.61	\$ 53,266.84
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	44		\$ 896.74	\$ 39,456.56
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	44		\$ 737.36	\$ 32,443.84
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		\$ 22,500.00	\$ 990,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		\$ 9,450.00	\$ 207,900.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	44		\$ 2,360.68	\$ 103,869.92
101-1	Mobilization	LS	\$ 128,061.19			
102-1	Maintenance of Traffic	LS	\$ 128,061.19			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Initial Contingency Amount		\$ 284,234.62			
Ring Total:					\$	3,126,580.80



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 5/6



Intersections:

- 1 Government St at Baylen St
- 2 Main St at Spring St
- 3 Government St at Spring St
- 4 Main St at E St
- 5 SR-292/Barrancas Ave at Main St
- 6 SR-292/Barrancas Ave at Pace Blvd
- 7 SR-292/Barrancas Ave at Live Oak Ave/Old Corry Field Rd
- 8 SR-292/Barancas Ave at 2nd St
- 9 SR-292/Barrancas Ave at SR-295/Navy Blvd
- 10 SR-295/Navy Blvd at Sunset Ave
- 11 SR-295/Navy Blvd at Winthrop Ave
- 12 SR-295/Navy Blvd at Walmart Super Center Entrance

- 13 SR-295/Navy Blvd at US-98
- 14 SR-295/Navy Blvd/New Warrington Rd at DeWitt Dr
- 15 SR-295/New Warrington Rd at SR-294/Chief Way
- 16 SR-295/New Warrington Rd at SR-298/Jackson St
- 17 CR-298A/Jackson St at CR-295A/Old Corry Field Rd
- 18 SR-298/Lillian Hwy at SR-173/Blue Angel Pkwy
- 19 SR-298/Lillian Hwy at SR-727/Fairfield Dr
- 20 SR-298/Lillian Hwy at 69th Ave
- 21 SR-298/Lillian Hwy at 65th Ave
- 22 SR-298/Lillian Hwy at 57th Ave
- 23 SR-727/Fairfield Dr at Crow Rd/Jackson St
- 24 SR-727/Fairfield Dr at Patricia Dr

- 25 SR-727/Fairfield Dr at 61st Ave
- 26 US-90/SR-10A/Mobile Hwy at CR-341/Marlane Dr
- 27 US-90/SR-10A/Mobile Hwy at Massachusetts Ave
- 28 US-90/SR-10A/Mobile Hwy at Edison Dr
- 29 US-90/SR-10A/Mobile Hwy at Cherokee Trl
- 30 US-90/SR-10A/Mobile Hwy at SR-295/New Warrington Rd
- 31 US-90/SR-10A/Mobile Hwy at SR-727/Fairfield Dr
- 32 SR-298/Lillian Hwy at SR-295/New Warrington Rd
- 33 SR-727/Fairfield Dr at South Dakota St
- 34 SR-727/Fairfield Dr/SR-295/New Warrington Rd at Ruby Ave
- 35 SR-295/Fairfield Dr at Hollywood Ave
- 36 SR-295/Fairfield Dr at CR-453/W St

- 37 SR-295/Fairfield Dr at SR-292/Pace Blvd
- 38 SR-292/Pace Blvd at Herman St
- 39 SR-295/Fairfield Dr at L St
- 40 SR-292/Barrancas Ave at Government St
- 41 Main St at A St

Existing Under Phase I (not replaced):

- 1 SR-295/Fairfield Dr at Texar St

Wireless Intersections:

- 1 CR-173/Blue Angel Parkway at Muldoon Rd
- 2 Jackson St at 57th Ave
- 3 Jackson St at 65th Ave

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	20538		\$ 5.33	\$ 109,469.32
630-2-12	Conduit, F&I, Directional Bore	LF	41077		\$ 11.60	\$ 476,489.33
630-2-15	Conduit, F&I, Bridge Mount	LF	6849		\$ 16.51	\$ 113,076.99
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	35456		\$ 3.15	\$ 111,686.40
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	78425		\$ 2.81	\$ 220,374.25
633-2-31	Fiber Optic Connection, Install, Splice	EA	300		\$ 49.53	\$ 14,859.00
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	39		\$ 916.75	\$ 35,753.25
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	51		\$ 99.05	\$ 5,051.55
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	39		\$ 238.82	\$ 9,313.98
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	31		\$ 858.43	\$ 26,611.33
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	39		\$ 1,478.04	\$ 57,643.56
635-3-12	Junction Box, F&I, Mounted	EA	3		\$ 842.56	\$ 2,527.68
639-1-122	Electrical Power Service, F&I, Underground	EA	39		\$ 1,210.61	\$ 47,213.79
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	39		\$ 896.74	\$ 34,972.86
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	39		\$ 737.36	\$ 28,757.04
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		\$ 22,500.00	\$ 990,000.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		\$ 4,500.00	\$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		\$ 9,450.00	\$ 207,900.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	45		\$ 2,360.68	\$ 106,230.60
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	4		\$ 5,000.00	\$ 20,000.00
101-1	Mobilization	LS	\$ 131,121.55			
102-1	Maintenance of Traffic	LS	\$ 131,121.55			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Contingency Amount Initial		\$ 290,967.40			
Ring Total:					\$	3,200,641.43



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 7/8



Intersections:

- 1 Fairfield Dr at 12th Ave
- 2 12th Ave at Summit Blvd
- 3 12th Ave at SR-750/Airport Blvd
- 4 12th Ave at College Blvd
- 5 Tippin Ave at Langley Ave
- 6 Langley Ave at SR-289/9th Ave
- 7 Langley Ave at Spanish Trail Rd
- 8 US-90/SR-10A/Scenic Hwy at Langley Ave
- 9 US-90/SR-10A/Scenic Hwy at SR-742/Creighton Rd
- 10 US-90/SR-10A/Scenic Hwy at I-10 EB
- 11 US-90/SR-10A/Scenic Hwy at I-10 WB
- 12 US-90/SR-10A/Scenic Hwy at Lora Point Rd/GE Plant

- 13 US-90/SR-10A/Scenic Hwy at SR-290/Olive Rd
- 14 SR-290/Olive Rd at SR-289/9th Ave
- 15 SR-289/9th Ave at Cordova Mall Entrance
- 16 SR-289/9th Ave at SR-750/Airport Blvd
- 17 SR-289/9th Ave at College Blvd
- 18 SR-289/9th Ave at Underwood Blvd
- 19 SR-289/9th Ave at Tippin Ave
- 20 SR-289/9th Ave at SR-742/Creighton Rd
- 21 SR-289/9th Ave at Keating Rd/Dunmire St
- 22 SR-289/9th Ave at Beau Terra Ln
- 23 SR-742/Creighton Rd at Tippin Ave
- 24 SR-742/Creighton Rd at Walmart Super Center Entrance

- 25 SR-742/Creighton Rd at Keating Rd
- 26 SR-742/Creighton Rd at Spanish Trail Rd
- 27 SR-750/Airport Blvd at Cobble View Dr
- 28 SR-750/Airport Blvd at Lowe's Entrance
- 29 SR-750/Airport Blvd at College Pkwy
- 30 SR-750/Airport Blvd at Cordova Commons Entrance
- 31 SR-296/Bayou Blvd at Sacred Heart Hospital Entrance

Wireless Intersections:

- 1 Summit Blvd at Spanish Trl
- 2 US-90/SR-10A/Scenic Hwy at Summit Blvd

Existing Under Phase I (not replaced):

- 1 US-29/SR-95/Palafox St at SR-295/Fairfield
- 2 SR-295/Fairfield Dr at I-110
- 3 SR-295/Fairfield Dr at SR-291/Davis Hwy
- 4 SR-291/Davis Hwy at I-110
- 5 SR-295/Fairfield Dr at SR-289/9th Ave
- 6 SR-296/Brent Ln at Pensacola Christian College
- 7 SR-296/Brent Ln at Rawson Ln
- 8 SR-296/Brent Ln at I-110 SB
- 9 SR-296/Brent Ln at I-110 NB
- 10 SR-296/Brent Ln at SR-291/Davis Hwy
- 11 SR-289/9th Ave at SR-296/Bayou Blvd
- 12 SR-296/Bayou Blvd at Mall Entrance Rd
- 13 SR-296/Bayou Blvd at 12th Ave

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	25217		\$ 5.33	\$ 134,407.68
630-2-12	Conduit, F&I, Directional Bore	LF	37826		\$ 11.60	\$ 438,779.28
630-2-15	Conduit, F&I, Bridge Mount	LF	1800		\$ 16.51	\$ 29,718.00
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	5637		\$ 3.15	\$ 17,756.55
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	70293		\$ 2.81	\$ 197,523.33
633-2-31	Fiber Optic Connection, Install, Splice	EA	272		\$ 49.53	\$ 13,472.16
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	31		\$ 916.75	\$ 28,419.25
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	44		\$ 99.05	\$ 4,358.20
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	31		\$ 238.82	\$ 7,403.42
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	21		\$ 858.43	\$ 18,027.03
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	31		\$ 1,478.04	\$ 45,819.24
635-3-12	Junction Box, F&I, Mounted	EA	4		\$ 842.56	\$ 3,370.24
639-1-122	Electrical Power Service, F&I, Underground	EA	31		\$ 1,210.61	\$ 37,528.91
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	31		\$ 896.74	\$ 27,798.94
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	31		\$ 737.36	\$ 22,858.16
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	33		\$ 22,500.00	\$ 742,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	2		\$ 4,500.00	\$ 9,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	16		\$ 9,450.00	\$ 151,200.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	33		\$ 2,360.68	\$ 77,902.44
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	4		\$ 5,000.00	\$ 20,000.00
101-1	Mobilization	LS	\$ 101,392.14			
102-1	Maintenance of Traffic	LS	\$ 101,392.14			
999-25	Contingency Amount Initial		\$ 223,062.71			
Ring Total:					\$	2,453,689.82



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 9/10



Intersections:

- 1 US-29/SR-95/Pensacola Blvd at SR-750/Airport Blvd
- 2 US-29/SR-95/Pensacola Blvd at Industrial Blvd
- 3 US-29/SR-95/Pensacola Blvd at Marcus Pointe/Stumpfield Rd
- 4 US-29/SR-95/Pensacola Blvd at CR-453/W St
- 5 US-29/SR-95/Pensacola Blvd at Pinestead Rd
- 6 US-29/SR-95/Pensacola Blvd at Burgess Rd
- 7 US-29/SR-95/Pensacola Blvd at Diamond Dairy Rd
- 8 Massachusetts Ave at CR-453/W St
- 9 CR-453/W St at SR-296/Beverly Pkwy
- 10 CR-453/W St at SR-750/Airport Blvd
- 11 CR-453/W St at Marcus Pointe Blvd
- 12 SR-296/Beverly Pkwy at Clifton Ave

- 13 SR-296/Michigan Ave at Gulf Manor Rd
- 14 SR-296/Michigan Ave at Chicago Ave
- 15 SR-296/Michigan Ave/Saufley Field Rd at US-90/SR-10A/Mobile Hwy
- 16 Saufley Field Rd at Muldoon Rd
- 17 Saufley Field Rd at CR-173/Blue Angel Pkwy
- 18 US-90/SR-10A/Mobile Hwy at Bellview Ave
- 19 US-90/SR-10A/Mobile Hwy at CR-173/Blue Angel Pkwy
- 20 Marcus Pointe Blvd at Enterprise Dr
- 21 CR-297/Pine Forest Rd at CR-173/Blue Angel Pkwy
- 22 Longleaf Dr at Community Dr
- 23 CR-297/Pine Forest Rd at Fire Department
- 24 CR-297/Pine Forest Rd at Wild Lake Blvd

- 25 CR-297/Pine Forest Rd at I-10 EB
- 26 CR-297/Pine Forest Rd at I-10 WB
- 27 CR-297/Pine Forest Rd at Nine Mile Rd

Existing Under Phase I (not replaced):

- 1 US-29/SR-95/Palafox St at SR-292/Pace Blvd/Massachusetts Ave
- 2 US-29/SR-95/Palafox St at SR-296/Brent Ln

Included within Ongoing Projects (not replaced):

- 1 US-29/SR-95/Pensacola Blvd at Broad St
- 2 US-29/SR-95/Pensacola Blvd at Detroit Blvd
- 3 US-29/SR-95/Pensacola Blvd at Hood Dr
- 4 US-29/SR-95/Pensacola Blvd at US-90A/SR-10/9 Mile Rd EB
- 5 US-29/SR-95/Pensacola Blvd at US-90A/SR-10/9 Mile Rd WB (MH**)
- 6 US-90/SR-10A/Mobile Hwy at CR-297/Pine Forest Rd
- 7 CR-297/Pine Forest Rd at CR-297A
- 8 Nine Mile Rd at Fowler Ave
- 9 US-90A/Nine Mile Rd at Beulah Rd
- 10 US-90A/Nine Mile Rd at Heritage Oaks Blvd
- 11 US-90A/Nine Mile Rd at I-10 WB

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	25605		\$ 5.33	\$ 136,471.99
630-2-12	Conduit, F&I, Directional Bore	LF	25605		\$ 11.60	\$ 297,018.00
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	18376		\$ 3.15	\$ 57,884.40
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	65279.5		\$ 2.81	\$ 183,435.40
633-2-31	Fiber Optic Connection, Install, Splice	EA	396		\$ 49.53	\$ 19,613.88
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	27		\$ 916.75	\$ 24,752.25
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	51		\$ 99.05	\$ 5,051.55
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	28		\$ 238.82	\$ 6,686.96
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	38		\$ 858.43	\$ 32,620.34
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	27		\$ 1,478.04	\$ 39,907.08
639-1-122	Electrical Power Service, F&I, Underground	EA	27		\$ 1,210.61	\$ 32,686.47
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	27		\$ 896.74	\$ 24,211.98
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	27		\$ 737.36	\$ 19,908.72
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	27		\$ 22,500.00	\$ 607,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	14		\$ 9,450.00	\$ 132,300.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	27		\$ 2,360.68	\$ 63,738.36
101-1	Mobilization	LS	\$ 84,189.37			
102-1	Maintenance of Traffic	LS	\$ 84,189.37			
677-1-11	Equipment Shelter - Master Hub (x2)	EA	\$ 50,000.00			
999-25	Contingency Amount Initial		\$ 190,216.61			
Ring Total:					\$	2,092,382.72



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 11/12

Intersections:

- 1 SR-291/Davis Hwy at Langley Ave
- 2 SR-291/Davis Hwy at Burgess Rd
- 3 SR-291/Davis Hwy at SR-742/Creighton Rd
- 4 SR-291/Davis Hwy at Bloodworth Ln
- 5 SR-291/Davis Hwy at I-10 EB
- 6 SR-291/Davis Hwy at I-10 WB
- 7 SR-291/Davis Hwy at Northcross Ln
- 8 SR-291/Davis Hwy at SR-290/Olive Rd
- 9 SR-291/Davis Hwy at University Pkwy
- 10 SR-291/Davis Hwy at Klinger St
- 11 SR-291/Davis Hwy at Johnson Ave
- 12 SR-291/Davis Hwy at Copter Ave

- 13 SR-750/Airport Blvd at Hancock Ln
- 14 SR-750/Airport Blvd at I-110 SB
- 15 SR-750/Airport Blvd at I-110 NB
- 16 SR-742/Creighton Rd at Hillburn Rd
- 17 SR-742/Creighton Rd at Plantation Rd
- 18 SR-290/Olive Rd at Cody Ln
- 19 SR-290/Olive Rd at Whitmire Rd
- 20 CR-95A/Palafox St at SR-750/Airport Blvd
- 21 CR-95A/Palafox St at Hancock Ln
- 22 CR-95A/Palafox St at SR-742/Burgess Rd
- 23 CR-95A/Palafox St at SR-290/Olive Rd
- 24 CR-95A/Palafox St at Johnson Ave

- 25 CR-95A/Palafox St at Ensley St
- 26 CR-95A/Palafox St aHood Dr
- 27 US-90A/SR-10/9 Mile Rd at CR-95A/Palafox St
- 28 US-90A/SR-10/9 Mile Rd at Holsberry Rd
- 29 US-90A/SR-10/9 Mile Rd at CR-292/Chemstrand Rd
- 30 US-90A/SR-10/9 Mile Rd at Humming Bird Blvd
- 31 US-90A/SR-10/9 Mile Rd at Guidy Ln
- 32 US-90A/SR-10/9 Mile Rd at Plainfield Ave
- 33 US-90A/SR-10/9 Mile Rd at University Pkwy
- 34 US-90/SR-10/9 Mile Rd at CR-498/Copter Rd
- 35 US-90A/SR-10/N Davis Hwy at Campus Dr/Rockwood Rd
- 36 US-90A/SR-10/N Davis Hwy at US-90/SR-10A/Scenic Hwy

- 37 University Pkwy at Johnson Ave
- 38 University Pkwy at University Town Center
- 39 University Pkwy at Hillview St
- 40 University Pkwy at Campus Dr
- 41 Campus Dr at Campus Ln (1)
- 42 Campus Dr at Campus Ln (2)
- 43 SR-291/Davis Hwy at SR-750/Airport Blvd
- 44 US-90A/Nine Mile Rd at Jernigan Rd/Sunnehanna Blvd

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	30166		\$ 5.33	\$ 160,784.78
630-2-12	Conduit, F&I, Directional Bore	LF	30166		\$ 11.60	\$ 349,925.60
630-2-15	Conduit, F&I, Bridge Mount	LF	2358		\$ 16.51	\$ 38,930.58
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	4890		\$ 3.15	\$ 15,403.50
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	93075		\$ 2.81	\$ 261,540.75
633-2-31	Fiber Optic Connection, Install, Splice	EA	608		\$ 49.53	\$ 30,114.24
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	44		\$ 916.75	\$ 40,337.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	80		\$ 99.05	\$ 7,924.00
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	44		\$ 238.82	\$ 10,508.08
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	20		\$ 858.43	\$ 17,168.60
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	44		\$ 1,478.04	\$ 65,033.76
635-3-12	Junction Box, F&I, Mounted	EA	6		\$ 842.56	\$ 5,055.36
639-1-122	Electrical Power Service, F&I, Underground	EA	44		\$ 1,210.61	\$ 53,266.84
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	44		\$ 896.74	\$ 39,456.56
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	44		\$ 737.36	\$ 32,443.84
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		\$ 22,500.00	\$ 990,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		\$ 9,450.00	\$ 207,900.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	44		\$ 2,360.68	\$ 103,869.92
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	1		\$ 5,000.00	\$ 5,000.00
101-1	Mobilization	LS	\$ 121,733.17			
102-1	Maintenance of Traffic	LS	\$ 121,733.17			
999-25	Contingency Amount Initial		\$ 267,812.98			
Ring Total:					\$	2,945,942.73



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 13/14

Intersections:

- 1 US-98/SR-30 at SR-727/Fairfield Dr
- 2 US-98/SR-30 at 72nd Ave
- 3 US-98/SR-30 at 61st Ave
- 4 US-98/SR-30 at Naval Hospital Pensacola
- 5 US-98/SR-30 at Veterans Way
- 6 US-98/SR-30 at Navy Exchange Rd

Wireless Intersections:

- 1 CR-173/Bauer Rd at SW Escambia Co. Sports Complex
- 2 CR-297/Dogtrack Rd at CR-173/Blue Angel Parkway
- 3 CR-173/Blue Angel Parkway at SR-292A/Gulf Beach Hwy
- 4 SR-292/Sorrento Rd at CR-292A/Gulf Beach Hwy
- 5 US-98/SR-30 at SR-173/Blue Angel Pkwy
- 6 US-98/SR-30 at SR-298/Lillian Hwy/CR-297/Dog Track Rd
- 7 US-98/SR-30/Lillian Hwy at CR-173/Bauer Rd
- 8 SR-292/Gulf Beach Hwy at SR-727/Fairfield Dr
- 9 SR-292/Sorrento Rd at SR-292A/Gulf Beach Hwy
- 10 SR-292/Sorrento Rd at SR-173/Blue Angel Pkwy
- 11 SR-292/Sorrento Rd at CR-173/Bauer Rd

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	8261		\$ 5.33	\$ 44,028.47
630-2-12	Conduit, F&I, Directional Bore	LF	8261		\$ 11.60	\$ 95,821.80
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	17921		\$ 2.81	\$ 50,358.01
633-2-31	Fiber Optic Connection, Install, Splice	EA	168		\$ 49.53	\$ 8,321.04
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	6		\$ 916.75	\$ 5,500.50
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	18		\$ 99.05	\$ 1,782.90
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	6		\$ 238.82	\$ 1,432.92
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	4		\$ 858.43	\$ 3,433.72
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	6		\$ 1,478.04	\$ 8,868.24
639-1-122	Electrical Power Service, F&I, Underground	EA	17		\$ 1,210.61	\$ 20,580.37
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	17		\$ 896.74	\$ 15,244.58
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	17		\$ 737.36	\$ 12,535.12
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	17		\$ 22,500.00	\$ 382,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		\$ 4,500.00	\$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	8		\$ 9,450.00	\$ 75,600.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	18		\$ 2,360.68	\$ 42,492.24
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	17		\$ 5,000.00	\$ 85,000.00
101-1	Mobilization	LS	\$ 42,900.00			
102-1	Maintenance of Traffic	LS	\$ 42,900.00			
999-25	Initial Contingency Amount		\$ 94,379.99			
Ring Total:					\$	1,038,179.89



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 15/16

Intersections:

- 1 US-29/SR-95/Pensacola Blvd at 10 Mile Rd
- 2 US-29/SR-95/Pensacola Blvd at Roberts Rd
- 3 US-29/SR-95/Pensacola Blvd at CR-186/Kingsfield Rd
- 4 US-29/SR-95/Pensacola Blvd at Tate School Rd
- 5 US-29/SR-95/Pensacola Blvd at CR-749/Old Chemstrand Rd
- 6 US-29/SR-95/Pensacola Blvd at Tree St/International Paper
- 7 US-29/SR-95/Pensacola Blvd at CR-184/Muscogee Rd
- 8 US-29/SR-95/Pensacola Blvd at CR-95A/Morris Ave
- 9 Ten Mile Rd at CR-95A/Palafox St
- 10 Ten Mile Rd at Ashton Brosnaham Dr
- 11 Ten Mile Rd at CR-749/Chemstrand Rd
- 12 CR-186/Kingsfield Rd at CR-95A/Palafox St

- 13 US-29/SR-95/Pensacola Blvd at 9 & Half Mile Rd

Wireless Intersections:

- 1 CR-186/Kingsfield Rd at CR-749/Chemstrand Rd

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	14380		\$ 5.33	\$ 76,642.74
630-2-12	Conduit, F&I, Directional Bore	LF	14380		\$ 11.60	\$ 166,802.20
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	31859		\$ 2.81	\$ 89,523.79
633-2-31	Fiber Optic Connection, Install, Splice	EA	340		\$ 49.53	\$ 16,840.20
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	13		\$ 916.75	\$ 11,917.75
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	37		\$ 99.05	\$ 3,664.85
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	13		\$ 238.82	\$ 3,104.66
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	10		\$ 858.43	\$ 8,584.30
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	13		\$ 1,478.04	\$ 19,214.52
639-1-122	Electrical Power Service, F&I, Underground	EA	13		\$ 1,210.61	\$ 15,737.93
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	13		\$ 896.74	\$ 11,657.62
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	13		\$ 737.36	\$ 9,585.68
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	14		\$ 22,500.00	\$ 315,000.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	6		\$ 4,500.00	\$ 27,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	7		\$ 9,450.00	\$ 66,150.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	20		\$ 2,360.68	\$ 47,213.60
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	3		\$ 5,000.00	\$ 15,000.00
101-1	Mobilization	LS	\$ 45,181.99			
102-1	Maintenance of Traffic	LS	\$ 90,363.98			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Contingency Amount Initial		\$ 106,418.58			
Ring Total:					\$	1,170,604.39



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 17/18

Intersections:

- 1 US-90/SR-10 at CR-197A/Woodbine Rd
- 2 US-90/SR-10 at CR-197/Chumucka Hwy
- 3 US-90/SR-10 at CR-197B/Spencer Field Rd
- 4 US-90/SR-10 at Spencer Field Rd
- 5 US-90/SR-10 at Watkins Rd
- 6 US-90/SR-10/Caroline St at Spears St
- 7 US-90/SR-10/Caroline St at Cardinal St
- 8 US-90/SR-10/Caroline St at CR-197A/School Ln
- 9 US-90/SR-10/Caroline St at SR-281/Avalon Blvd (**MH)
- 10 SR-281/Avalon Blvd at Carroll Rd
- 11 SR-281/Avalon Blvd at CR-191A/Mulat Rd/Commerce Rd
- 12 SR-281/Avalon Blvd at CR-281B/Cynamid Rd/Pebble Ridge Dr

Wireless Intersections:

- 1 SR-281/Avalon Blvd at I-10 EB

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	22480		\$ 5.33	\$ 119,818.40
630-2-12	Conduit, F&I, Directional Bore	LF	22480		\$ 11.60	\$ 260,768.00
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	48210		\$ 2.81	\$ 135,470.10
633-2-31	Fiber Optic Connection, Install, Splice	EA	192		\$ 49.53	\$ 9,509.76
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	12		\$ 916.75	\$ 11,001.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	24		\$ 99.05	\$ 2,377.20
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	12		\$ 238.82	\$ 2,865.84
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	17		\$ 858.43	\$ 14,593.31
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	12		\$ 1,478.04	\$ 17,736.48
639-1-122	Electrical Power Service, F&I, Underground	EA	12		\$ 1,210.61	\$ 14,527.32
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	12		\$ 896.74	\$ 10,760.88
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	12		\$ 737.36	\$ 8,848.32
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	13		\$ 22,500.00	\$ 292,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		\$ 4,500.00	\$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	7		\$ 9,450.00	\$ 66,150.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	14		\$ 2,360.68	\$ 33,049.52
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	2		\$ 5,000.00	\$ 10,000.00
101-1	Mobilization	LS	\$ 50,723.81			
102-1	Maintenance of Traffic	LS	\$ 50,723.81			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Initial Contingency Amount		\$ 114,092.37			
Ring Total:					\$	1,255,016.12



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 19/20

Intersections:

- 1 US-90/SR-10/Caroline St at Kmart Entrance
- 2 US-90/SR-10/Caroline St at Parkmore Plaza Dr
- 3 US-90/SR-10/Caroline St at Glover Ln
- 4 US-90/SR-10/Caroline St at Santa Rosa County Tax Collector
- 5 US-90/SR-10/Caroline St at SR-89/Dogwood Dr
- 6 US-90/SR-10/Caroline St at SR-87/Stewart St
- 7 US-90/SR-10/Caroline St at CR-191/Canal St
- 8 US-90/SR-10/Caroline St at Elmira St
- 9 US-90/SR-10/Caroline St at Willing St
- 10 US-90/SR-10/Caroline St at SR-89/Ward Basin Rd
- 11 SR-89/Dogwood Dr at Hamilton Bridge Rd
- 12 SR-89/Dogwood Dr at CR-184A/Berryhill Rd

- 13 SR-89/Dogwood Dr at Park Ave
- 14 SR-89/Dogwood Dr at CR-191/Willard Norris Rd/Magnolia St
- 15 SR-89/Dogwood Dr at SR-87/Stewart St
- 16 CR-197/Chumuckla Hwy at CR-197B/Norris Rd
- 17 CR-197B/Norris Rd at Spencer Field Rd
- 18 SR-87/Stewart St at CR-184A/Berryhill Rd
- 19 SR-87/Stewart St at Park Ave
- 20 CR-87A/Alabama St at CR-191/Munson Hwy

Wireless Intersections:

- 1 US-90/SR-10/Caroline St at SR-87
- 2 SR-87/Stewart St at Nichols Lake Rd
- 3 CR-184A/Berryhill Rd at CR-197/Chumuckla Hwy
- 4 CR-197/Chumuckla Hwy at CR-184/Quinnette
- 5 CR-184A/Berryhill Rd at Spencer Field Rd
- 6 CR-184A/Berryhill Rd at Berryhill Elementary School
- 7 CR-184A/Berryhill Rd at Anderson Ln
- 8 CR-184A/Berryhill Rd at Northrop Rd

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	28928		\$ 5.33	\$ 154,186.24
630-2-12	Conduit, F&I, Directional Bore	LF	28928		\$ 11.60	\$ 335,564.80
630-2-15	Conduit, F&I, Bridge Mount	LF	2628		\$ 16.51	\$ 43,388.28
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	63906		\$ 2.81	\$ 179,575.86
633-2-31	Fiber Optic Connection, Install, Splice	EA	392		\$ 49.53	\$ 19,415.76
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	26		\$ 916.75	\$ 23,835.50
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	50		\$ 99.05	\$ 4,952.50
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	26		\$ 238.82	\$ 6,209.32
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	17		\$ 858.43	\$ 14,593.31
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	26		\$ 1,478.04	\$ 38,429.04
635-3-12	Junction Box, F&I, Mounted	EA	4		\$ 842.56	\$ 3,370.24
639-1-122	Electrical Power Service, F&I, Underground	EA	28		\$ 1,210.61	\$ 33,897.08
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	28		\$ 896.74	\$ 25,108.72
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	28		\$ 737.36	\$ 20,646.08
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	28		\$ 22,500.00	\$ 630,000.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	4		\$ 4,500.00	\$ 18,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	14		\$ 9,450.00	\$ 132,300.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	32		\$ 2,360.68	\$ 75,541.76
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	12		\$ 5,000.00	\$ 60,000.00
101-1	Mobilization	LS	\$ 90,950.72			
102-1	Maintenance of Traffic	LS	\$ 90,950.72			
999-25	Initial Contingency Amount		\$ 200,091.59			
Ring Total:					\$	2,201,007.53



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 21/22

Intersections:

- 1 US-98/SR-30/Gulf Breeze Pkwy at Northcliff Dr
- 2 US-98/SR-30/Gulf Breeze Pkwy at Gulf Breeze Elementary
- 3 US-98/SR-30/Gulf Breeze Pkwy at Daniel St
- 4 Daniel St at Shoreline Dr
- 5 US-98/SR-30/Gulf Breeze Pkwy at Baptist Gulf Breeze Hospital
- 6 US-98/SR-30/Gulf Breeze Pkwy at Gondolier Blvd/Kelton Blvd
- 7 US-98/SR-30/Gulf Breeze Pkwy at Whisper Bay Blvd
- 8 US-98/SR-30/Gulf Breeze Pkwy at CR-191A/Oriole Beach Rd
- 9 US-98/SR-30/Gulf Breeze Pkwy at CR-399/College Pkwy
- 10 US-98/SR-30/Gulf Breeze Pkwy at Green Briar Pkwy
- 11 US-98/SR-30/Gulf Breeze Pkwy at SR-281/Garcon Point Rd
- 12 US-98/SR-30/Gulf Breeze Pkwy at Portside Dr

- 13 US-98/SR-30/Gulf Breeze Pkwy at Tiger Point Blvd
- 14 US-98/SR-30/Gulf Breeze Pkwy at CR-191C/Nantahala Beach Rd
- 15 US-98/SR-30/Gulf Breeze Pkwy at Edgewood Dr
- 16 US-98/SR-30/Navarre Pkwy at Sunrise Dr
- 17 US-98/SR-30/Navarre Pkwy at Coral St
- 18 US-98/SR-30/Navarre Pkwy at Navarre School Rd
- 19 US-98/SR-30/Navarre Pkwy at Andorra St
- 20 US-98/SR-30/Navarre Pkwy at SR-87
- 21 US-98/SR-30/Navarre Pkwy at CR-399/Navarre Beach Causeway
- 22 US-98/SR-30/Navarre Pkwy at Pullam St
- 23 US-98/SR-30/Navarre Pkwy at Winn-Dixie
- 24 US-98/SR-30/Navarre Pkwy at Panhandle Trl

- 25 US-98/SR-30/Navarre Pkwy at Wal-Mart Supercenter
- 26 US-98/SR-30/Navarre Pkwy at Whisper Pines Blvd
- 27 US-98/SR-30/Navarre Pkwy at Orion Parker Dr
- 28 SR-87/Stewart Rd at Laredo St
- 29 SR-87/Stewart Rd at High School Blvd
- 30 SR-87 at CR-399/E Bay Blvd/Turkey Bluff Rd

Wireless Intersections:

- 1 SR-399/Pensacola Beach Blvd at Via De Luna Dr/Fort Pickens Rd

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	65608		\$ 5.33	\$ 349,687.98
630-2-12	Conduit, F&I, Directional Bore	LF	65608		\$ 11.60	\$ 761,047.00
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	139365		\$ 2.81	\$ 391,615.65
633-2-31	Fiber Optic Connection, Install, Splice	EA	264		\$ 49.53	\$ 13,075.92
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	30		\$ 916.75	\$ 27,502.50
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	42		\$ 99.05	\$ 4,160.10
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	30		\$ 238.82	\$ 7,164.60
635-2-12	Pull & Splice Box, F&I, 24"X36" Cover Size	EA	43		\$ 858.43	\$ 36,912.49
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	30		\$ 1,478.04	\$ 44,341.20
639-1-122	Electrical Power Service, F&I, Underground	EA	31		\$ 1,210.61	\$ 37,528.91
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	31		\$ 896.74	\$ 27,798.94
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA	31		\$ 737.36	\$ 22,858.16
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	31		\$ 22,500.00	\$ 697,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		\$ 4,500.00	\$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	15		\$ 9,450.00	\$ 141,750.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	32		\$ 2,360.68	\$ 75,541.76
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	1		\$ 5,000.00	\$ 5,000.00
101-1	Mobilization	LS	\$ 132,399.26			
102-1	Maintenance of Traffic	LS	\$ 132,399.26			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Initial Contingency Amount		\$ 293,778.37			
Ring Total:					\$	3,231,562.10



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANITITES - Per Network Ring

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Additional Devices Regionwide

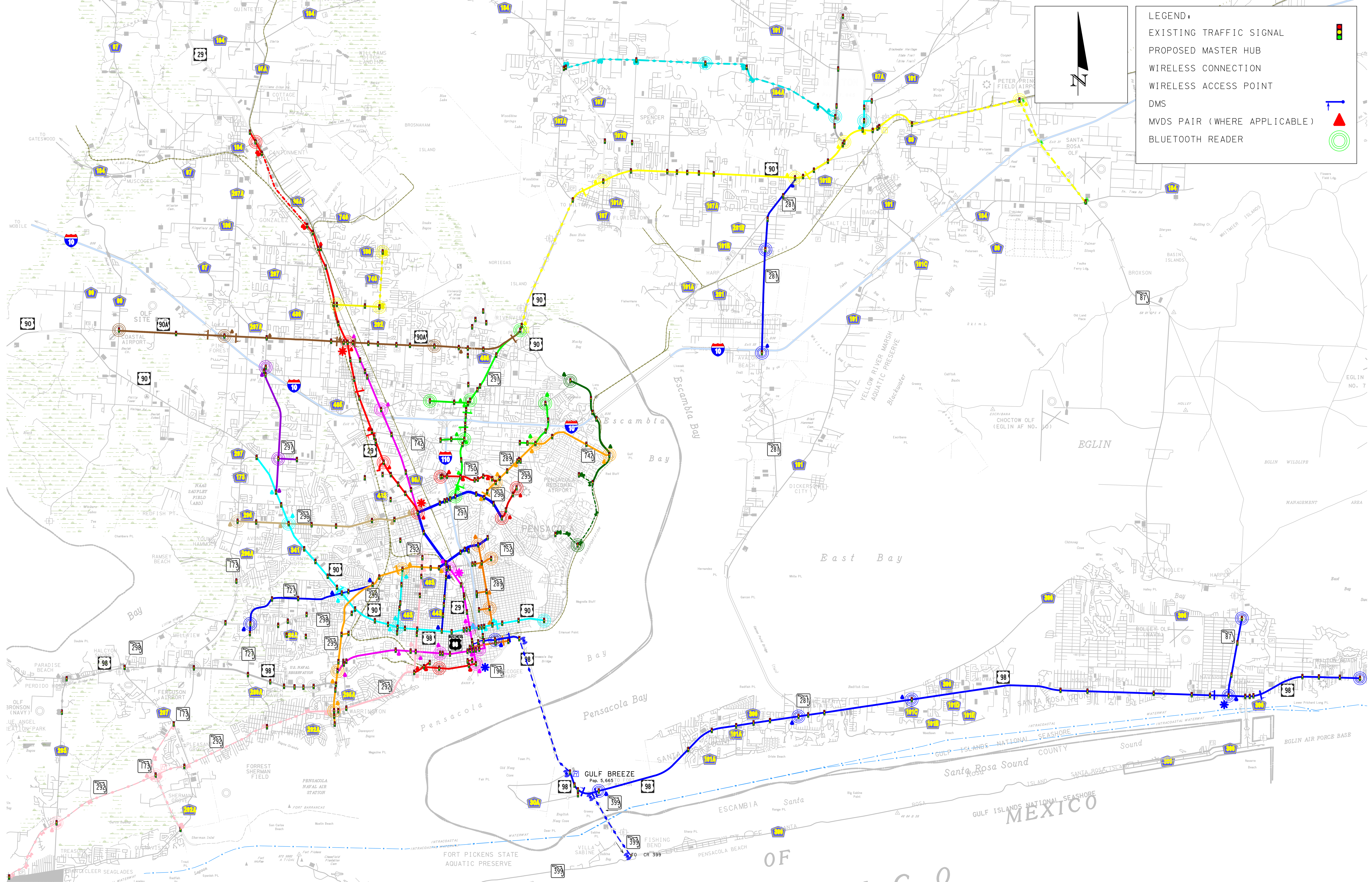
Remote Intersections:

- 1
- Bratt Rd at Bryneville Rd
- 2
- SR-4 at Commerce St

670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	0	\$	22,500.00	\$	-
633-2-31	Fiber Optic Connection, Install, Splice	EA	0	\$	49.53	\$	-
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	0	\$	916.75	\$	-
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	0	\$	99.05	\$	-
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	0	\$	238.82	\$	-
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	0	\$	1,478.04	\$	-
639-1-122	Electrical Power Service, F&I, Underground	EA	0	\$	1,210.61	\$	-
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	0	\$	896.74	\$	-
641-2-14	Prestressed Concrete Pole, F&I, Type P-IV	EA	0	\$	1,061.19	\$	-
660-3-11	Vehicle Detection System, Microwave, Cabinet Equipment	EA	0	\$	1,800.00	\$	-
660-3-12	Vehicle Detection System, Microwave, Above Ground Equipment	EA	0	\$	3,500.00	\$	-
660-6-121	Vehicle Detection System - Bluetooth Cabinet Equipment	EA	10	\$	500.00	\$	5,000.00
660-6-122	Vehicle Detection System - Bluetooth Above Ground Equipment	EA	10	\$	3,000.00	\$	30,000.00
676-2-111	ITS Cabinet, Pole Mount, 336	AS	0	\$	7,600.00	\$	-
700-8-135	Arterial Dynamic Message Sign, F&I, with UPS, Full Color, 51-100 SF	EA	2	\$	65,000.00	\$	130,000.00
700-10-122	Dynamic Message Support Structure	EA	2	\$	60,000.00	\$	120,000.00
781-3-111	ITS Road Weather Information System	EA	0	\$	50,000.00	\$	-
101-1	Mobilization	LS	\$	28,500.00			
102-1	Maintenance of Traffic	LS	\$	28,500.00			
999-25	Initial Contingency Amount		\$	34,200.00			

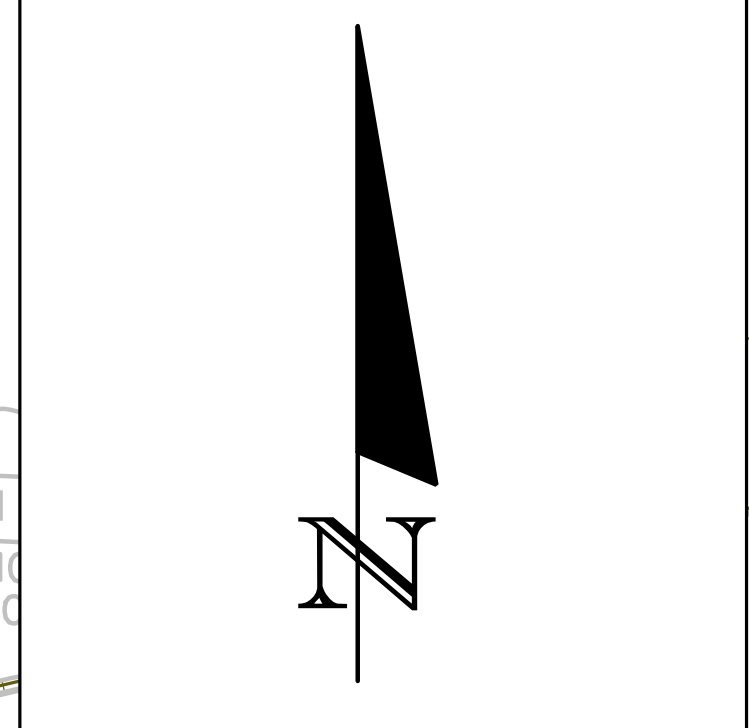
				Additional Devices Total		\$	376,200.00
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Project Total \$ 25,099,617.77



LEGEND:

- EXISTING TRAFFIC SIGNAL
- PROPOSED MASTER HUB
- WIRELESS CONNECTION
- WIRELESS ACCESS POINT
- DMS
- MVDS PAIR (WHERE APPLICABLE)
- BLUETOOTH READER



Regional Intelligent Transportation Systems Plan 2016 Progress Report on Implementation

Introduction

The Florida-Alabama, Okaloosa-Walton, and Bay County Transportation Planning Organizations worked as partners to complete the Regional Intelligent Transportation Systems (ITS) Plan. The Regional ITS Plan was adopted in September of 2010 by each of the three TPOs. The purpose of this report is to outline how each partner has strived to implement the recommendations outlined in the Regional ITS Plan. The vision outlined in the Regional ITS Plan is a looped system that benefits the region.

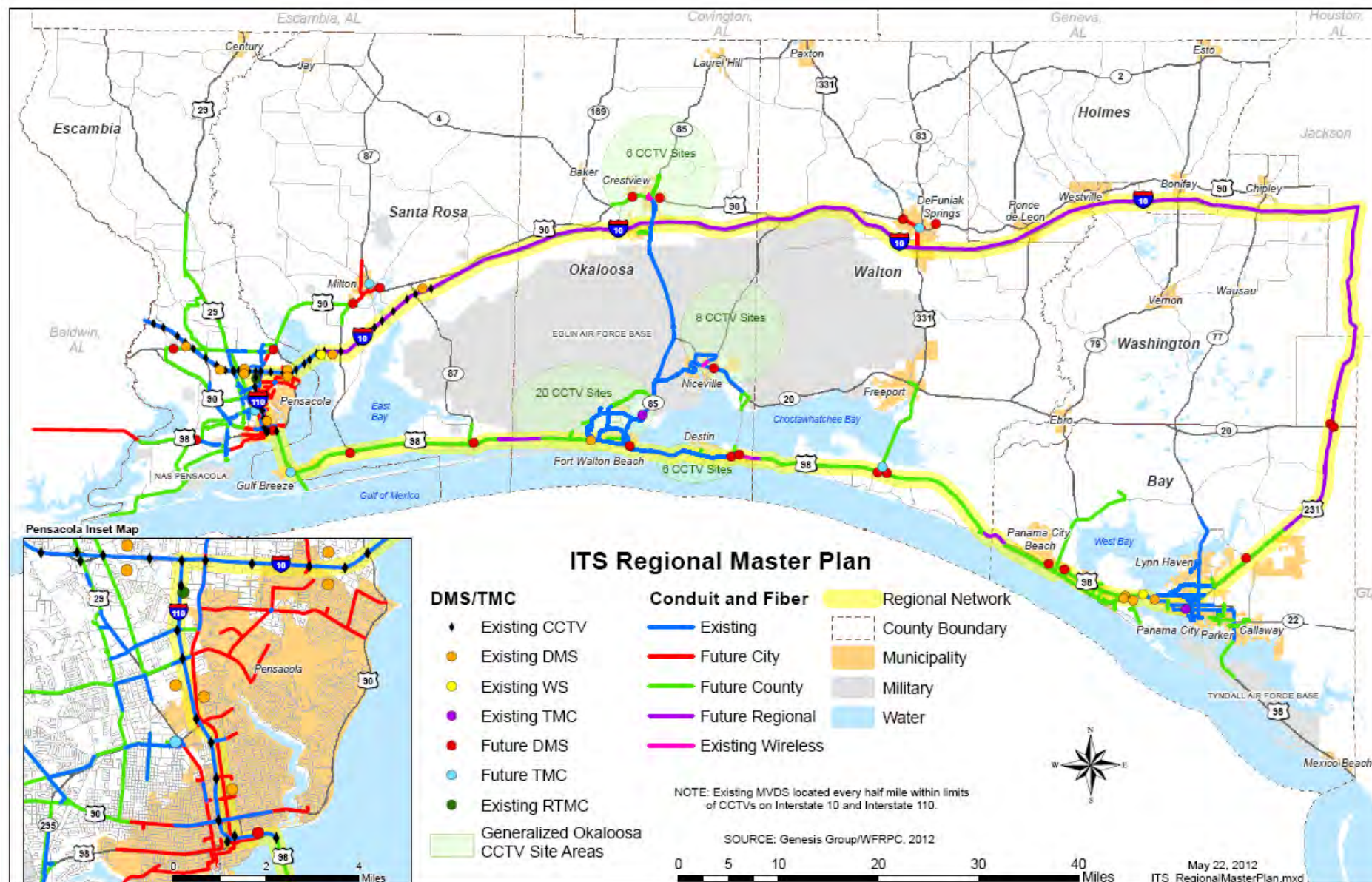
ITS is a program aimed at using computers and communications to make travel smarter, faster, safer, and more convenient. ITS helps reduce the cost of moving goods and services to the marketplace.

The Regional ITS Plan includes a list of ITS system needs for each TPO. Existing ITS networks in each TPO are identified and evaluated in the Regional ITS Plan. Moreover, future needs are evaluated and additional staffing needs for operation and maintenance of future ITS improvements and the implementation of a regional ITS network to benefit all three TPOs is included. The following is a progress report of what each TPO has employed or is planning to employ to implement the recommendations outlined in the Regional ITS Plan.

Regional ITS Network

Sharing transportation information with transportation system users is a key characteristic of ITS applications. As transportation systems become more complex and interconnected, there is a need to share information with others in order to maximize the efficiency of the transportation network. In the Regional ITS Plan, a regional ITS network is recommended to connect all ITS components for all stakeholders in the region. Fiber optic cable is proposed along US 98 throughout the region. A fiber optic ring could be created with the proposed fiber running along US 98 to US 231 in Bay County, north to I-10, west on I-10 to I-110 in Escambia County, and south on I-110 to US 98. Figure 1 illustrates the existing and future needed fiber optic cable for a looped ITS network. A preliminary cost for the additional fiber optic cable is \$3,291,740 (2010 Dollars). Cameras, Dynamic Message Signs (DMS), Microwave Vehicle Detection Systems (MVDS), and a weather station exist along I-10 and I-110 to help with incident detection and motorist information.

Figure 1- ITS Regional Master Plan Map



Florida-Alabama TPO

On September 8, 2010, through Resolution FL-AL 10-37, the Florida-Alabama TPO approved the Regional ITS Plan which includes the Florida-Alabama TPO, Okaloosa-Walton TPO, and Bay County TPO regions. The Florida-Alabama TPO has ranked the Escambia-Santa Rosa Regional ITS Project as number one (1) priority in the Transportation Improvement Program (TIP). The FL-AL TPO also created an ITS subcommittee to oversee the ITS implementation efforts in the Escambia and Santa Rosa Counties. The Escambia-Santa Rosa ITS Subcommittee meets monthly and is made up of representatives from Escambia and Santa Rosa Counties, the City of Milton, the City of Gulf Breeze, the City of Pensacola, West Florida Regional Council, and the FDOT. The group works together to ensure the ITS system is comprehensive, and includes a funding plan for the implementation and operation of a regional Advance Traffic Management System (ATMS) and a regional Traffic Management Center (TMC) and related infrastructure.

Escambia County and Santa Rosa County

Since adoption the Regional ITS Plan, the following ITS projects have been deployed in the Escambia and Santa Rosa Counties:

- In 2013, the FDOT funded a continuing contract for implementation of an Active Arterial Management System on SR 291 (Davis Highway). The system consists of approximately 2.5 miles of arterial roadway from the intersection of Davis Highway at Johnson Avenue to the intersection of Davis Highway at SR 750 (Airport Boulevard) and ends at the Pensacola Regional Transportation Management Center (RTMC). The primary goals of this system are to improve safety, congestion, emergency response, incident management, and traffic flow along Davis Highway. Signalized intersections which are integrated in the Davis Highway System include Johnson Avenue, Klinger Street, University Parkway, Olive Road, Northcross Lane, I-10 WB Ramp, I-10 EB Ramp, Bloodworth Lane, Creighton, and Burgess Road. In 2016, two additional signalized intersection were added to the Davis Highway Active Arterial Management System at Longley Avenue and Airport Blvd.
- In 2013, FDOT awarded a design-build contract for implementation of the ATMS Phase I on Brent Lane/Bayou Blvd from North Palafox Street to North 12th Avenue, on North Palafox from Brent Lane to East Fairfield Drive, and on East Fairfield Drive from North Palafox Street to North 12th Avenue. The system includes integration of 18 signalized intersections along these corridors. This project included design, construction and integration of ITS infrastructure, including ten (10) cameras, approximately 6.7 miles of fiber optic cable, an Ethernet communication network, center to center communication, Closed Circuit Television (CCTV), and modification of existing closed loop systems. The project was completed in 2015 and accepted in January 2016.
- In 2015, Escambia County entered into a continuing professional services contract with DRMP, Inc. to provide general traffic engineering operation and management services including signal retiming, transportation engineering, planning and other support services

for Escambia and Santa Rosa Counties. In general, the consultant is functioning as an extension of staff for traffic engineering related services.

- In 2015, the Florida Department of Transportation and City of Pensacola initiated development of the Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan project. The feasibility study will define a comprehensive plan to update and modernize traffic management tools and capabilities to prepare and assist the local agencies to meet their increasingly complex future transportation challenges. The Implementation Plan will be a blueprint for the modernization of the Escambia County and Santa Rosa County signal systems. A hardline communication link will be provided throughout the region with the deployment of 144-count single-mode fiber optic cable along key highways and arterials. More than 150 miles of fiber will be deployed either through proposed underground conduit or via the utilization of existing aerial spans, creating a direct link between all devices and TMC. Isolated signals or remote corridors will be brought onto the grid with the use of wireless network communication in the interest of cost savings. Incorporating ATMS Phase I, the region will deploy a bus network topology for the backbone communications that provides redundancy between the ATMS devices and the tactically positioned master hubs. In total, the proposed work for Phase II carries an estimated cost of \$25,000,000. The completion of Phase II will provide the region with the complete infrastructure and communications necessary for a full-scale ATMS system, while providing upgraded hardware to enhance the capability of performing active arterial management functions for improved corridor operations. Phase III of the ATMS system will include the full buildout of the ATMS system including the installation of arterial Dynamic Message Signs (DMS) and structures, Road Weather Information Systems (RWIS), Microwave Vehicle Detection Systems (MVDS), Bluetooth Travel Time Sensors, central software to monitor these devices, supporting communications infrastructure and a Regional Traffic Management Center (RTMC). The estimated cost of the ATMS Phase 3 is \$26,000,000. The Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan will be completed in 2016. A copy of the Escambia-Santa Rosa Regional ATMS map and construction cost estimate for ATMS Phase 2 are included in the following pages.

Lillian, Alabama

Installation of fiber optic cables is recommended along the US 98 corridor or CCTVs at the signalized intersections in the unincorporated community of Lillian in Southwest Baldwin County, Alabama. A recommendation in the Regional ITS Plan is that these signals can be monitored by a small TMC. The total estimated 2010 capital costs are \$647,031 for 56,321 feet of fiber optic cable and conduit and five CCTVs in Lillian, Alabama.

Escambia-Santa Rosa Regional ATMS Phase 2 Cost Estimate



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANTITIES - Per Network Ring

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TMC Modifications Escambia

Description :	Unit:	Quantity:	Note:	Unit Price:	Total:
Video Monitor Wall	EA	1		\$ 50,000.00	\$ 50,000.00
Workstations and Printers	EA	1		\$ 4,000.00	\$ 4,000.00
Network Wiring/Equipment	LS	1		\$ 26,000.00	\$ 26,000.00
Electrical/Lighting Modifications	LS	1		\$ 15,000.00	\$ 15,000.00
Arch/Mechanical Modifications	LS	1		\$ 30,000.00	\$ 30,000.00
Workstation Consoles	LS	1		\$ 4,000.00	\$ 4,000.00
Software Licenses	LS	1		\$ 20,000.00	\$ 20,000.00
Building Permits	LS	1		\$ 5,000.00	\$ 5,000.00
Servers and Central Management Software	LS	1		\$ -	\$ 154,000.00

Pensacola

Description :	Unit:	Quantity:	Note:	Unit Price:	Total:
Video Monitor Wall	EA	1		\$ 50,000.00	\$ 50,000.00
Workstations and Printers	EA	1		\$ 4,000.00	\$ 4,000.00
Network Wiring/Equipment	LS	1		\$ 26,000.00	\$ 26,000.00
Electrical/Lighting Modifications	LS	1		\$ 20,000.00	\$ 20,000.00
Arch/Mechanical Modifications	LS	1		\$ 45,000.00	\$ 45,000.00
Workstation Consoles	LS	1		\$ 4,000.00	\$ 4,000.00
Software Licenses	LS	1		\$ 20,000.00	\$ 20,000.00
Building Permits	LS	1		\$ 5,000.00	\$ 5,000.00
Servers and Central Management Software	LS	1		\$ -	\$ 174,000.00

TMC Sub Total
Mobilization
Contingency Amount - Initial
TMC Modifications Total

101-1	LS	1		\$ 328,000.00	\$ 328,000.00
999-25	LS	1		\$ 36,880.00	\$ 36,880.00
					396,880.00



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANTITIES - Per Network Ring

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Ring No. 17/18

Intersections:

1. US-90/SR-10 at CR-197A/Woodbine Rd
2. US-90/SR-10 at CR-197/Chumucka Hwy
3. US-90/SR-10 at CR-197B/Spencer Field Rd
4. US-90/SR-10 at Spencer Field Rd
5. US-90/SR-10 at Watkins Rd
6. US-90/SR-10/Caroline St at Spears St
7. US-90/SR-10/Caroline St at Cardinal St
8. US-90/SR-10/Caroline St at CR-197A/School Ln
9. US-90/SR-10/Caroline St at SR-281/Avalon Blvd (***)
10. SR-281/Avalon Blvd at Carroll Rd
11. SR-281/Avalon Blvd at CR-191A/Mulatt Rd/Commerce Rd
12. SR-281/Avalon Blvd at CR-281B/Cynamid Rd/Pebble Ridge Dr

Wireless Intersections:

1. SR-281/Avalon Blvd at I-10 EB

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	22480		\$ 5.33	\$ 119,818.40
630-2-12	Conduit, F&I, Directional Bore	LF	22480		\$ 11.60	\$ 260,768.00
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	48210		\$ 2.81	\$ 135,470.10
633-2-31	Fiber Optic Connection, Install, Splice	EA	192		\$ 49.53	\$ 9,506.76
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	12		\$ 916.75	\$ 11,001.00
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	24		\$ 99.05	\$ 2,377.20
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	12		\$ 238.82	\$ 2,865.84
635-2-12	Pull & Splice Box, F&I, 24"x36" Cover Size	EA	17		\$ 858.43	\$ 14,593.31
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	12		\$ 1,478.04	\$ 17,736.48
639-1-122	Electrical Power Service, F&I, Underground	EA	12		\$ 1,210.61	\$ 14,527.32
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	12		\$ 896.74	\$ 10,760.88
641-2-12	Prestressed Concrete Pole, F&I, Type P-11 Service Pole	EA	12		\$ 737.36	\$ 8,848.32
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	13		\$ 22,500.00	\$ 292,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	1		\$ 4,500.00	\$ 4,500.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	7		\$ 9,450.00	\$ 66,150.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	14		\$ 2,360.68	\$ 33,049.52
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	2		\$ 5,000.00	\$ 10,000.00
101-1	Mobilization	LS	50	723.81		
102-1	Maintenance of Traffic	LS	50	723.81		
677-1-11	Equipment Shelter - Master Hub	EA	25	000.00		
995-25	Initial Contingency Amount					
				Ring Total:	\$	1,355,016.12



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANTITIES - Per Network Ring

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Ring No. 15/16

- Intersections:**
- 1 US-29/SR-95/Pensacola Blvd at 10 Mile Rd
 - 2 US-29/SR-95/Pensacola Blvd at Roberts Rd
 - 3 US-29/SR-95/Pensacola Blvd at CR-186/Kingsfield Rd
 - 4 US-29/SR-95/Pensacola Blvd at Tate School Rd
 - 5 US-29/SR-95/Pensacola Blvd at CR-749/Old Chemstrand Rd
 - 6 US-29/SR-95/Pensacola Blvd at Tree St/International Paper
 - 7 US-29/SR-95/Pensacola Blvd at CR-184/Muscogee Rd
 - 8 US-29/SR-95/Pensacola Blvd at CR-95A/Morris Ave
 - 9 Ten Mile Rd at CR-95A/Palafax St
 - 10 Ten Mile Rd at Ashton Brounham Dr
 - 11 Ten Mile Rd at CR-749/Chemstrand Rd
 - 12 CR-186/Kingsfield Rd at CR-95A/Palafax St

- Wireless Intersections:**
- 1 CR-186/Kingsfield Rd at CR-749/Chemstrand Rd

- 13 US-29/SR-95/Pensacola Blvd at 9 & Half Mile Rd**

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	14380		\$ 5.33	\$ 76,642.74
630-2-12	Conduit, F&I, Directional Bore	LF	14380		\$ 11.60	\$ 166,802.20
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	31859		\$ 2.81	\$ 89,523.79
633-2-31	Fiber Optic Connection, Install, Splice	EA	340		\$ 49.53	\$ 16,840.20
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	13		\$ 916.75	\$ 11,917.75
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	37		\$ 99.05	\$ 3,664.85
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	13		\$ 238.82	\$ 3,104.66
635-2-12	Pull & Splice Box, F&I, 24"x36" Cover Size	EA	10		\$ 858.43	\$ 8,584.30
635-2-13	Pull & Splice Box, F&I, 30"x60" Rectangular or 36" Round Cover Size	EA	13		\$ 1,478.04	\$ 19,214.52
639-1-122	Electrical Power Service, F&I, Underground	EA	13		\$ 1,210.61	\$ 15,737.93
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	13		\$ 896.74	\$ 11,657.62
641-2-12	Prestressed Concrete Pole, F&I, Type P-I Service Pole	EA	14		\$ 737.36	\$ 9,585.68
670-5-112	Traffic Controller Assembly, F&I, NEMA 2 Preemption Plan	AS	1		\$ 22,500.00	\$ 22,500.00
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ sunshields	EA	6		\$ 4,500.00	\$ 27,000.00
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	7		\$ 9,450.00	\$ 66,150.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	20		\$ 2,360.68	\$ 47,213.60
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	3		\$ 5,000.00	\$ 15,000.00
101-1	Mobilization	LS	\$ 45,181.99			
102-1	Maintenance of Traffic	LS	\$ 90,363.98			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Contingency Amount Initial	\$	\$ 106,418.58			
Ring Total:					\$	\$ 1,170,604.39



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANTITIES - Per Network Ring

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Version 3.0

Ring No. 13/14

Intersections:

- 1 US-98/SR-30 at SR-727/Fairfield Dr
- 2 US-98/SR-30 at 72nd Ave
- 3 US-98/SR-30 at 61st Ave
- 4 US-98/SR-30 at Naval Hospital Pensacola
- 5 US-98/SR-30 at Veterans Way
- 6 US-98/SR-30 at Navy Exchange Rd

Wireless Intersections:

- 1 CR-173/Bauer Rd at SW Escambia Co. Sports Complex
- 2 CR-297/Dog Track Rd at CR-173/Blue Angel Parkway
- 3 CR-173/Blue Angel Parkway at SR-292A/Gulf Beach Hwy
- 4 SR-292/Sorrento Rd at CR-292A/Gulf Beach Hwy
- 5 US-98/SR-30 at SR-173/Blue Angel Hwy
- 6 US-98/SR-30 at SR-298/Ullian Hwy/CR-297/Dog Track Rd
- 7 US-98/SR-30/Ullian Hwy at CR-173/Bauer Rd
- 8 SR-292/Gulf Beach Hwy at SR-727/Fairfield Dr
- 9 SR-292/Sorrento Rd at SR-292A/Gulf Beach Hwy
- 10 SR-292/Sorrento Rd at SR-173/Blue Angel Hwy
- 11 SR-292/Sorrento Rd at CR-173/Bauer Rd

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-5-11	Conduit, F81, Open Trench	LF	8261		\$ 5.33	\$ 44,028.47
630-2-12	Conduit, F81, Directional Bore	LF	8261		\$ 11.60	\$ 95,821.60
633-1-124	Fiber Optic Cable, F81, Underground, 144 Fibers	LF	17921		\$ 2.81	\$ 50,358.01
633-2-31	Fiber Optic Connection, Install, Splice	EA	168		\$ 49.53	\$ 8,321.04
633-3-11	Fiber Optic Connection Hardware, F81, Splice Enclosure	EA	6		\$ 916.75	\$ 5,500.50
633-3-12	Fiber Optic Connection Hardware, F81, Preterminated Patch Panel	EA	18		\$ 99.05	\$ 1,782.90
633-3-15	Fiber Optic Connection Hardware, F81, Preterminated Patch Panel	EA	6		\$ 238.82	\$ 1,432.92
635-2-12	Pull & Splice Box, F81, 24"x36" Cover Size	EA	4		\$ 858.43	\$ 3,433.72
635-2-13	Pull & Splice Box, F81, 30" X 60" Rectangular or 36" Round Cover Size	EA	6		\$ 1,478.04	\$ 8,868.24
639-3-11	Electrical Power Service, F81, Underground	EA	17		\$ 1,210.61	\$ 20,580.37
641-2-12	Electrical Service Disconnect, F81, Pole Mount	EA	17		\$ 896.74	\$ 15,244.58
670-5-112	Traffic Controller Assembly, F81, Type P-II Service Pole	AS	17		\$ 737.36	\$ 12,535.12
676-2-121	ITS Cabinet, F81, pole mount, 335, 24" W X 36" H X 20" D, w/ sunshields	EA	1		\$ 22,500.00	\$ 382,500.00
682-1-11	Managed Field Ethernet Switch - Pressurized	EA	8		\$ 4,500.00	\$ 4,500.00
684-1-1	Managed Field Ethernet Switch, F81	EA	18		\$ 9,450.00	\$ 75,600.00
684-5-1	Wireless Communication Device, F81, Ethernet Access Point	EA	18		\$ 2,360.68	\$ 42,492.24
101-1	Mobilization	LS	\$ 42,900.00		\$ 5,000.00	\$ 85,000.00
102-1	Maintenance of Traffic	LS	\$ 42,900.00			
999-25	Initial Contingency Amount		\$ 94,379.99			
Ring Total:					\$	1,038,178.89

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANTITIES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

Ring No. 5/6

Intersections:

1. Main St at Spring St
2. Main St at Spring St
3. Government St at Spring St
4. Main St at E St
5. SR-292/Barrancas Ave at Main St
6. SR-292/Barrancas Ave at Pace Blvd
7. SR-292/Barrancas Ave at Live Oak Ave/Old Corry Field Rd
8. SR-292/Barrancas Ave at 2nd St
9. SR-292/Barrancas Ave at SR-295/Naval Blvd
10. SR-295/Naval Blvd at Sunset Ave
11. SR-295/Naval Blvd at Windrop Ave
12. SR-295/Naval Blvd at Walnurt Super Center Entrance

13. SR-295/Naval Blvd at US-98
14. SR-295/Naval Blvd/New Warrington Rd at DeVitt Dr
15. SR-295/New Warrington Rd at SR-294/Chief Way
16. SR-295/New Warrington Rd at SR-298/Jackson St
17. CR-298A/Jackson St at CR-295A/Old Corry Field Rd
18. SR-298/Jackson St at SR-173/Blue Angel Parkway
19. SR-298/Jackson St at SR-727/Fairfield Dr
20. SR-298/Jackson St at 69th Ave
21. SR-298/Jackson St at 57th Ave
22. SR-298/Jackson St at 57th Ave
23. SR-727/Fairfield Dr at Crow Rd/Jackson St
24. SR-727/Fairfield Dr at Patricia Dr

25. SR-727/Fairfield Dr at 61st Ave
26. US-90/SR-10A/Mobile Hwy at CR-341/Marine Dr
27. US-90/SR-10A/Mobile Hwy at Massachusetts Ave
28. US-90/SR-10A/Mobile Hwy at Edison Dr
29. US-90/SR-10A/Mobile Hwy at Cherokee Trl
30. US-90/SR-10A/Mobile Hwy at SR-295/New Warrington Rd
31. US-90/SR-10A/Mobile Hwy at SR-727/Fairfield Dr
32. SR-298/Jackson St at SR-295/New Warrington Rd
33. SR-727/Fairfield Dr at South Dakota St
34. SR-727/Fairfield Dr at SR-295/New Warrington Rd at Ruby Ave
35. SR-295/Fairfield Dr at Hollywood Ave
36. SR-295/Fairfield Dr at CR-453/W St

37. SR-295/Fairfield Dr at SR-292/Pace Blvd
 38. SR-292/Pace Blvd at Herman St
 39. SR-295/Fairfield Dr at L St
 40. SR-292/Barrancas Ave at Government St
 41. Main St at A St
- Existing Under Phase / (not replaced):**
1. SR-295/Fairfield Dr at Teal St
- Wireless Intersections:**
1. CR-173/Blue Angel Parkway at Muldoon Rd
 2. Jackson St at 57th Ave
 3. Jackson St at 65th Ave

Pay Item Number:	Description:	Unit:	Quantity:	Note:
630-2-11	Conduit, F&I, Open Trench	LF	20538	
630-2-12	Conduit, F&I, Directional Bore	LF	41077	
630-2-15	Conduit, F&I, Bridge Mount	LF	6849	
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	35456	
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	78425	
633-2-31	Fiber Optic Connection, Install, Splice	EA	300	
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	39	
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	51	
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	39	
635-2-12	Pull & Splice Box, F&I, 24"x36", Cover Size	EA	31	
635-2-13	Pull & Splice Box, F&I, 30"x60" Rectangular or 36" Round Cover Size	EA	39	
635-3-12	Junction Box, F&I, Mounted	EA	3	
639-1-122	Electrical Power Service, F&I, Underground	EA	39	
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	39	
641-2-12	Prestressed Concrete Pole, F&I, Type P-11 Service Pole	EA	39	
670-5-112	Traffic Controller Assembly, F&I, MEDA, 2 Preemption Plan	AS	44	
676-2-121	ITS Cabinet, F&I, pole mount, 336, 24" W X 36" H X 20" D, w/ Sunshields	EA	1	
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22	
684-1-1	Managed Field Ethernet Switch, F&I	EA	45	
684-6-1	Wireless Communication Device, F&I, Ethernet Access Point	EA	4	
101-1	Mobilization	LS	\$ 131,121.55	
102-1	Maintenance of Traffic	LS	\$ 131,121.55	
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00	
999-25	Contingency Amount Initial	EA	\$ 290,967.40	
				Ring Total:

Unit:	Quantity:	Note:	Unit Price:	Total:
\$	5.33	\$	\$ 109,469.32	
\$	11.60	\$	\$ 476,489.33	
\$	16.51	\$	\$ 113,076.99	
\$	3.15	\$	\$ 111,686.40	
\$	2.81	\$	\$ 220,374.25	
\$	49.53	\$	\$ 14,859.00	
\$	916.75	\$	\$ 35,753.25	
\$	99.05	\$	\$ 5,051.55	
\$	238.82	\$	\$ 9,313.98	
\$	858.43	\$	\$ 26,611.33	
\$	1,478.04	\$	\$ 57,643.56	
\$	842.36	\$	\$ 2,527.68	
\$	1,210.61	\$	\$ 47,213.79	
\$	896.74	\$	\$ 34,972.86	
\$	737.36	\$	\$ 28,757.04	
\$	22,500.00	\$	\$ 990,000.00	
\$	4,500.00	\$	\$ 4,500.00	
\$	9,450.00	\$	\$ 207,900.00	
\$	2,866.68	\$	\$ 106,230.60	
\$	5,000.00	\$	\$ 20,000.00	
				Total:
				\$ 3,200,641.43

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANTITIES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015
Version 3.0

Ring No. 3/4

Intersections:

1. US-90/SR-10A/Cerberantes St at Perry Ave
2. US-90/SR-10A/Cerberantes St at 17th St
3. US-90/SR-10A/Cerberantes St at 12th St
4. US-90/SR-10A/Cerberantes St at SR-289/9th Ave
5. US-90/SR-10A/Cerberantes St at Davis Hwy
6. US-90/SR-10A/Cerberantes St at Dr. MLK Jr Dr
7. US-90/SR-10A/Cerberantes St at Haynes St
8. US-90/SR-10A/Cerberantes St at US-29/SR-95/Palfox St
9. US-90/SR-10A/Cerberantes St at I-10 (SB)
10. US-90/SR-10A/Cerberantes St at Spring St
11. US-90/SR-10A/Cerberantes St at Baylen St
12. US-90/SR-10A/Cerberantes St at A St

13. US-90/SR-10A/Cerberantes St at CR-443/E St
14. US-90/SR-10A/Cerberantes St at SR-292/Pace Blvd
15. US-90/SR-10A/Cerberantes St at CR-453/W St
16. US-90/SR-10A/Cerberantes St at CR-453/W St
17. US-90/SR-10A/Cerberantes St at Shoemaker St
18. US-90/SR-10A/Cerberantes St at Green St
19. CR-443/E St at Avery St
20. CR-443/E St at Leonard St
21. CR-443/E St at Moreno St
22. SR-292/Pace Blvd at Jackson St
23. SR-292/Pace Blvd at Jordan St
24. SR-292/Pace Blvd at E St

25. SR-292/Pace Blvd at St Mary Ave
26. CR-453/W St at Jackson St
27. CR-453/W St at Monroe St
28. CR-453/W St at Avery St
29. CR-453/W St at Scott St
30. CR-295A Old Conry Field Rd at SR-294/Chiefs Way
31. Palfox St at Main St (NH*)
32. Business US-90/SR-30/Navy Blvd at CR-295A Old Conry Field Rd
33. Business US-90/SR-30/Navy Blvd at CR-453/W St
34. Business US-90/SR-30/Navy Blvd at SR-292/Pace Blvd
35. Business US-90/SR-30/Navy Blvd at SR-292/Pace Blvd
36. Business US-90/SR-30/Garden St at E St

37. Business US-90/SR-30/Garden St at SR-292/Barrancas Ave
38. Business US-90/SR-30/Garden St at A St
39. Business US-90/SR-30/Garden St at Spring St
40. Business US-90/SR-30/Garden St at Baylen St
41. Business US-90/SR-30/Garden St at Palfox St
42. Business US-90/SR-30/Garden St at Jefferson St
43. Business US-90/SR-30/Garden St at Tragnone St
44. SR-295/SR-72/SR-752/Texas Dr at CR-443/E St

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	20894		\$ 5.33	\$ 111,363.24
630-2-12	Conduit, F&I, Directional Bore	LF	41787		\$ 11.60	\$ 484,733.07
630-2-15	Conduit, F&I, Bridge Mount	LF	6861		\$ 16.51	\$ 113,275.11
630-3-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	17263		\$ 3.15	\$ 54,378.45
630-3-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	77681		\$ 2.81	\$ 218,233.61
630-2-31	Fiber Optic Connection, Install, Splice	EA	320		\$ 45.53	\$ 15,849.60
630-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	44		\$ 916.75	\$ 40,337.00
630-3-12	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	56		\$ 99.05	\$ 5,546.80
630-3-15	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	24		\$ 238.82	\$ 5,729.68
630-2-12	Pull & Splice Box, F&I, 24 X 36 Cover Size	EA	44		\$ 834.43	\$ 36,713.32
630-2-13	Pull & Splice Box, F&I, 30 X 60 Rectangular or 36 Round Cover Size	EA	10		\$ 1,478.04	\$ 14,780.40
630-3-12	Electrical Power Service, F&I, Underground	EA	44		\$ 842.56	\$ 37,082.64
630-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	44		\$ 1,210.61	\$ 53,266.84
641-2-12	Prestressed Concrete Pole, F&I, Type P-1 Service Pole	EA	44		\$ 896.74	\$ 39,456.56
670-5-112	Traffic Controller Assembly, F&I, NEMA, 2 Preemption Plan	AS	44		\$ 737.36	\$ 32,443.84
682-1-11	ITS CCTV Camera, F&I, Dome Enclosure - Pressurized	EA	22		\$ 22,500.00	\$ 495,000.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	44		\$ 9,450.00	\$ 415,800.00
101-1	Mobilization	LS	\$ 128,061.19		\$ 2,360.68	\$ 103,869.92
100-1	Maintenance of Traffic	LS	\$ 128,061.19			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Initial Contingency Amount		\$ 284,234.62			
Ring Total:					\$	\$ 3,126,580.80

ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANTITIES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015
Version 3.0

Ring No. 1/2

Intersections:

- 1 SR-30/SR-156 Bayfront Pkwy at 17th Ave
- 2 SR-30/Cross St at SR-156 Bayfront Pkwy
- 3 SR-30/Cross St at US-98/9th Ave
- 4 Cross St at Tarponia St
- 5 Cross St at Palifox St
- 6 Cross St at Baylen St
- 7 Gregory St at Tarponia St
- 8 Gregory St at Palifox St
- 9 Gregory St at 9th Ave
- 10 Gregory St at Alcant St
- 11 Wright St at Palifox St
- 12 US-29/SR-95 Palifox St at Blount St

- 13 US-29/SR-95 Palifox St at Blount St
- 14 US-29/SR-95 Palifox St at Jordan St
- 15 US-29/SR-95 Palifox St at Maxwell St
- 16 US-29/SR-95 Palifox St at Cross St/Leonard St
- 17 SR-291/DR MLK JR Dr at Blount St
- 18 Blount St at Davis Hwy
- 19 Jordan St at SR-289/9th Ave
- 20 Jordan St at SR-289/9th Ave
- 21 SR-291/DR MLK JR Dr at Maxwell St
- 22 SR-291/DR MLK JR Dr at SR-752/Tear Dr
- 23 SR-752/Tear Dr at Davis Hwy
- 24 SR-752/Tear Dr at SR-289/9th Ave

Existing Under Phase 1 (not replaced):

- 1 US-29/SR-95 Palifox St at SR-752/Tear Dr (144M)

Pay Item Number:	Description:	Unit:	Quantity:	Note:	Unit Price:	Total:
630-2-11	Conduit, F&I, Open Trench	LF	8686		\$ 5.33	\$ 46,294.60
630-2-12	Conduit, F&I, Directional Bore	LF	1771		\$ 11.60	\$ 20,507.47
630-2-15	Conduit, F&I, Bridge Mount	LF	2916		\$ 16.51	\$ 48,143.16
633-1-114	Fiber Optic Cable, F&I, Overhead, 144 Fibers	LF	3801		\$ 3.15	\$ 11,973.15
633-1-124	Fiber Optic Cable, F&I, Underground, 144 Fibers	LF	3107		\$ 2.81	\$ 8,906.67
633-2-31	Fiber Optic Connection, Install, Splice	EA	244		\$ 48.53	\$ 12,083.32
633-3-11	Fiber Optic Connection Hardware, F&I, Splice Enclosure	EA	25		\$ 916.75	\$ 22,918.75
633-3-12	Fiber Optic Connection Hardware, F&I, Splice Tray	EA	37		\$ 99.05	\$ 3,664.85
633-3-15	Fiber Optic Connection Hardware, F&I, Preterminated Patch Panel	EA	25		\$ 238.82	\$ 5,970.50
635-2-12	Pull & Splice Box, F&I, 24"x36" Cover Size	EA	13		\$ 858.43	\$ 11,159.59
635-2-13	Pull & Splice Box, F&I, 30" X 60" Rectangular or 36" Round Cover Size	EA	25		\$ 1,478.04	\$ 36,951.00
635-3-12	Junction Box, F&I, Mounted	EA	4		\$ 842.56	\$ 3,370.24
639-1-122	Electrical Service Disconnect, F&I, Underground	EA	25		\$ 1,210.61	\$ 30,265.25
639-3-11	Prestressed Concrete Pole, F&I, Type P-11 Service Pole	EA	25		\$ 886.74	\$ 22,168.50
641-2-12	Traffic Controller Assembly, F&I, NEMA 2, Preemption Plin	EA	25		\$ 737.36	\$ 18,434.00
670-5-112	ITS CCTV Camera, F&I, Dome Enclosure - Presurized	EA	13		\$ 22,500.00	\$ 562,500.00
683-1-11	Managed Field Ethernet Switch, F&I	EA	25		\$ 9,450.00	\$ 222,850.00
101-1	Mobilization	LS	\$ 65,431.00		\$ 2,360.68	\$ 59,070.32
102-1	Maintenance of Traffic	LS	\$ 65,431.00			
677-1-11	Equipment Shelter - Master Hub	EA	\$ 25,000.00			
999-25	Contingency Amount Initial		\$ 146,448.21			
Ring Total:					\$	\$ 1,610,995.26



ESCAMBIA/SANTA ROSA COUNTY REGIONAL ATMS MASTERPLAN QUANTITIES - Per Network Ring

PREPARED BY ATKINS

November 23, 2015

Version 3.0

TMC Modifications
Escambia

Description :	Unit:	Quantity:	Note:	Unit Price:	Total:
Video Monitor Wall	EA	1		\$ 50,000.00	\$ 50,000.00
Workstations and Printers	EA	1		\$ 4,000.00	\$ 4,000.00
Network Wiring/Equipment	LS	1		\$ 26,000.00	\$ 26,000.00
Electrical/Lighting Modifications	LS	1		\$ 15,000.00	\$ 15,000.00
Arch/Mechanical Modifications	LS	1		\$ 30,000.00	\$ 30,000.00
Workstation Consoles	LS	1		\$ 4,000.00	\$ 4,000.00
Software Licenses	LS	1		\$ 20,000.00	\$ 20,000.00
Building Permits	LS	1		\$ 5,000.00	\$ 5,000.00
Servers and Central Management Software	LS	1		\$ -	\$ 154,000.00

Pensacola

Description :	Unit:	Quantity:	Note:	Unit Price:	Total:
Video Monitor Wall	EA	1		\$ 50,000.00	\$ 50,000.00
Workstations and Printers	EA	1		\$ 4,000.00	\$ 4,000.00
Network Wiring/Equipment	LS	1		\$ 26,000.00	\$ 26,000.00
Electrical/Lighting Modifications	LS	1		\$ 20,000.00	\$ 20,000.00
Arch/Mechanical Modifications	LS	1		\$ 45,000.00	\$ 45,000.00
Workstation Consoles	LS	1		\$ 4,000.00	\$ 4,000.00
Software Licenses	LS	1		\$ 20,000.00	\$ 20,000.00
Building Permits	LS	1		\$ 5,000.00	\$ 5,000.00
Servers and Central Management Software	LS	1		\$ -	\$ 174,000.00

101-1
999-25
TMC Subtotal
Mobilization
Contingency Amount - Initial
TMC Modifications Total

	LS	1		\$ 328,000.00	\$ 328,000.00
	LS	1		\$ 32,800.00	\$ 32,800.00
	LS	1		\$ 36,080.00	\$ 36,080.00
				\$ -	\$ 396,880.00

Okaloosa-Walton TPO

Okaloosa County

Okaloosa County has an extensive ITS system already in place according to the Regional ITS Plan adopted by the Okaloosa-Walton TPO on September 16, 2010, through Resolution O-W 10-27. According to the Regional ITS Plan, Okaloosa County would benefit from additional fiber optic cable, CCTVs, and DMSs.

The crossing of the Mid-Bay Bridge with fiber, as recommended in the Regional ITS Plan is complete and will enhance the county's traffic control communication system that allows for incident management and evacuation surveillance over the bridge. Wireless communication installations have been installed to connect additional intersections to the system along the western portion of US 98 including Hurlburt Field and west to the county line. The Mid-Bay bridge signalized intersection on SR 20 and the intersections on SR 85, north of US 90, in Crestview at Stillwell Ave, Garden Street, and Airport Road have been added to the advanced traffic control system. Okaloosa County has also completed a signal retiming project for signals on SR 20 in the City of Niceville area. Before-and-after travel time study shows a significant reduction in average travel times of 10 percent overall during the weekdays and 22 percent during the PM peak hour weekday period. Table 1 shows the progress of ITS system implementation in Okaloosa County.

Table 1 - Existing Inventory, Future ITS Needs, and 2016 Progress for Okaloosa County

Okaloosa County- Incorporated and Unincorporated					
Item	Unit	Existing (2010)	Future	Projected Cost (2010)	Complete (2016)
Signalized Intersections	Each	141	*	N/A	N/A
Wireless Communication	Linear Feet	12,543	*	N/A	N/A
Fiber Optic Cable and Conduit	Linear Feet	404,756	168,984	\$1,858,824	118,200
Cameras	Each	19	48	\$264,000	76
DMS	Each	1	6	\$960,000	None
TMC	Each	1	*	N/A	N/A

*No future needs are identified in the Regional ITS Plan.

The County's goal is to have monitoring capabilities at nearly all signalized intersections. Currently, 76 CCTVs exists throughout Okaloosa County at intersections in the following areas:

- South County - Fort Walton Beach, Shalimar, Mary Esther Urbanized Area (excluding Destin) - 39 CCTVs
- Destin Area - 12 CCTVs
- Niceville/Bluewater - 14 CCTVs
- Crestview Area - 11 CCTVs

Walton County

Fiber optic cable along with CCTV cameras and DMS are also recommended in Walton County. Fiber optic cable is not proposed to extend from DeFuniak Springs to US 98. Development is sparse on US 331 and connecting cable is not cost feasible. A TMC is also not feasible in this county. However, small control rooms in existing offices will allow existing staff to monitor ITS systems in each maintaining agency.

Walton County has entered into a JPA with FDOT in the amount of \$100,000. The JPA has allowed procurement of a traffic engineer to facilitate ITS deployment in Walton County. The new traffic engineer, funded through the JPA, will maximize the capabilities and optimization of the existing system of traffic signals within the county, and perform other valuable traffic operations and engineering duties throughout the region. After covering salary expenses, the budget for this project will fund resources to support the traffic engineer's work. Table 2 shows the progress of ITS implementation in Walton County and the City of DeFuniak Springs.

Table 2 - Existing Inventory, Future ITS Needs, and 2016 Progress for Walton County and City of DeFuniak Springs

Walton County					
Item	Unit	Existing (2010)	Future	Projected Cost (2010)	Complete (2016)
Signalized Intersections	Each	22	*	N/A	25
Fiber Optic Cable and Conduit	Linear Feet	None	190,363	\$2,093,993	None
Cameras	Each	None	10	\$55,000	None
DMS	Each	None	4	\$640,000	None
TMC Small Office	Each	None	1	\$10,575	None
City of DeFuniak Springs					
Signalized Intersections	Each	9	*	N/A	N/A
Fiber Optic Cable and Conduit	Linear Feet	None	24,592	\$270,512	None
Cameras	Each	None	6	\$33,000	None
TMC small office	Each	None	1	\$10,575	None

*No future needs are identified in the Regional ITS Plan.

Bay County TPO

According to the Regional ITS Plan, Bay County has numerous signalized intersections and roadway corridors that could benefit from ITS expansion, particularly in the City of Panama City Beach. Growth of the beach area continues, and the signals on the beach need to be coordinated with the TMC. In addition, extending the ITS network on US 231 would benefit this major corridor. Adding CCTVs and additional fiber cable for coordination of signals can be controlled by the existing TMC.

Many of the ITS future needs recommended in the Regional ITS Plan have been funded since 2010 to include installation of over 450,000 linear feet of fiber optic cable and conduit. In addition, one Remote Weather Information System was installed. See Table 3 for a progress of ITS system implementation in Bay County.

Table 3 - Existing Inventory, Future ITS Needs, and 2016 Progress for Bay County

Bay County- Incorporated and Unincorporated					
Item	Unit	Existing (2010)	Future	Projected Cost (2010)	Complete (2016)
Signalized Intersections	Each	178	*	N/A	178
Fiber Optic Cable and Conduit	Linear Feet	250,679	359,499	\$3,954,489	459,613
Cameras	Each	43	25	\$137,500	86
DMS	Each	4	5	\$800,000	5
TMC	Each	1	*	N/A	1
Weather Station	Each	1	*	N/A	1

*No future needs are identified in the Regional ITS Plan.

Summary

The goal of this progress report on TPO implementation of the recommendations outlined in the Regional ITS Plan that was adopted in September 2010, is to remind the TPO partners in the region that the vision is to create a looped ITS system that integrates the ITS systems built in each TPO area and provides a compatible and seamless ITS link. If there is a break in the link, other ends of the looped system can communicate, providing information for movement of freight, emergency vehicles and the traveling public. There is a clear economic benefit to looping the systems. The first priority is to build reliable and compatible systems within each TPO area and to work with the FDOT on creating a seamless ITS network.



FL-AL TPO Draft FY2019 – 2023 Projects Priorities

COMMITTEE OF THE WHOLE WORKSHOP
BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place



May 11, 2017
9:00 a.m.

Needs & Benefits

- Projects are selected by the FL-AL TPO typically based on current or future Level of Service
- Reduce congestion and travel time
- Provide improved access to commercial and residential areas
- Provide multi-modal facilities (i.e. bike/ped, transit, etc.)
- Important to local and regional economic growth

A decorative header with blue and white wavy lines. In the top left corner, there is a small orange speech bubble icon containing three horizontal lines.

Draft FY19-23 Escambia County Project Priority Rankings

TPO Rank	County Rank	Project	LOS STD / LOS / AADT - 2019
10	1	Nine Mile Rd From Mobile Hwy to Beulah Rd	C 17,300 / B / 5,189
11	2	Burgess Rd From US 29 to Hilburn Rd	D 14,800 / D / 8,833
13	3	US 29 Connector From Nine Mile Rd to US 29	N/A
17	4	Blue Angel Pkwy From Sorrento Rd to US 98	D 17,700 / F / 19,984
18	5	Gulf Beach Hwy From Fairfield Dr to Navy Blvd	D 17,700 / F / 21,198
19	6	Gulf Beach Hwy From Fairfield Dr to Blue Angel Pkwy	D 17,700 / D / 17,077
23	7	Langley Ave/Tippin Ave/9 th Ave Intersection	D 39,800 / C / 29,810
24	8	Pinestead-Longleaf Connector From Pine Forest Rd to US29	D 14,800 / D / 8,170 (Longleaf)

Draft FY19-23 Escambia County Project Priority Rankings

TPO Rank	County Rank	Project	LOS STD / LOS / AADT - 2019
25	9	Pine Forest Rd from I-10 to Nine Mile Road	D 17,700 / F / 29,258
26	10	Perdido Key Dr from AL State Line to Innerarity Pt Rd	D 17,700 / C / 12,145 (west) D 17,700 / F / 18,217 (east)
27	11	US 90 From Scenic Hwy to Santa Rosa County Line	D 39,800 / C / 29,810
29	12	Sorrento Rd From Gulf Beach Hwy to Blue Angel Pkwy	D 17,700 / D / 17,077
32	13	Express Bus – Northwest (ESC/SRC) from Pensacola to Beulah	N/A
33	14	Mobile Hwy From Nine Mile Rd to Godwin Ln	D 17,700 / C / 9,109
35	15	Fairfield Dr From Mobile Hwy to Lillian Hwy	D 17,700 / F / 20,610



Board Direction



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12299

County Administrator's Report 10. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/08/2017

Issue: Noise Waiver for the 4th of July Celebration & Fireworks at the Flora-Bama Lounge

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 4th of July Celebration with Fireworks Display to Be Discharged from Behind the Flora-Bama Lounge on the Gulf Side of Perdido Key, from 9:00 p.m., to 11:00 p.m. - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the 4th of July Celebration with Fireworks Display to be held behind the Flora-Bama Lounge, Gulf Side of Perdido Key, from 9:00 p.m., through 11:00 p.m., Tuesday, July 4, 2017.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23,

2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Application

Site Photo



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number:

Building Permit Number:

Approved By:

Date:

Applicant: Flora-Bama	Phone Number: 850-492-0611
Owner's Name: Cameton Price	Phone Number: 251-509-5423
Owner's Address: 28404 Burkart Drive	
City: Orange Beach	State: AL
	Zip Code: 36561
Job Address: 17401 Perdido Key Drive	Lot or Apt. Number:

Limited Waiver Section Only

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

Date of Activity: 07/04/2017	Description of Activity: Firework show for 4th of July celebration
Beginning Time: 9:00 pm	Ending Time: 10:00 pm

Remarks or Comments: Michael Martin will be performing the show by water in front of Flora-Bama beaches.

Driving Directions: Head west on Perdido Key Drive until you reach the Alabama / Florida state line.

Escrow Account Number: Date: 5/18/17

Applicant Signature: [Signature]



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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12304

County Administrator's Report 10. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/08/2017

Issue: 5:31 p.m. Public Hearing Request - Estates at Griffith Park Street Lighting MSBU

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Estates at Griffith Park Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on June 22, 2017, at 5:31 p.m., to consider adoption of an Ordinance creating the Estates at Griffith Park Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property developer of Estates at Griffith Park has submitted a letter of request asking to create a street lighting MSBU. The letter of request is sufficient to meet the MSBU Guidelines and Procedures because the developer owns greater than fifty-five percent of parcels in the subdivision.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12302

County Administrator's Report 10. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/08/2017

Issue: 5:32 p.m. Public Hearing Request - Quail Run Street Lighting MSBU

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on June 22, 2017, at 5:32 p.m., to consider adoption of an Ordinance creating the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Quail Run, Quail Run North, and a portion of Candlestick Woods have submitted a petition requesting the creation of a Street Lighting MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12303

County Administrator's Report 10. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/08/2017

Issue: 5:33 p.m. Public Hearing Request - Robert's Ridge Street Lighting MSBU

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Robert's Ridge Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on June 22, 2017, at 5:33 p.m., to consider adoption of an Ordinance creating the Robert's Ridge Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Robert's Ridge have submitted a petition requesting the creation of a street lighting MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12280

County Administrator's Report 10. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida

From: Cathy White, Director of Case Management

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida - Catherine A. White, Director of Case Management

That the Board take the following action concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida:

- A. Approve the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator position as outlined in Exhibit "A" of the Agreement; and
- B. Authorize the Chairman to sign the Agreement and any amendments, requests for payment, or other related documents as may be required.

[The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the \$65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit "A" of the Agreement.]

BACKGROUND:

The purpose of the Agreement is to fund the existing Veterans Court Program position under the County's provisions providing 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, effective July 1, 2017. The Court agrees to reimburse the County for salary and employment benefits costs as outlined in Exhibit A of the Agreement.

The Veterans Court Program is a specialized court established to serve veterans struggling with treatable behavioral, mental, or chemical health problems as a result of trauma experienced while serving in a combat zone. The Veterans Court Coordinator oversees veterans' case files, coordinates mentoring sessions, ensures smooth operation and implementation of tasks for the entire program.

BUDGETARY IMPACT:

The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V Local Option portion of the \$65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit A of the Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County and the Court will coordinate invoicing and payment process.

Attachments

Agreement

**AGREEMENT FOR THE FUNDING OF COURT
PERSONNEL BETWEEN THE FIRST JUDICIAL CIRCUIT
OF FLORIDA AND ESCAMBIA COUNTY, FLORIDA**

This Agreement is entered into by and between **Escambia County**, ("County"), a political subdivision of the State of Florida, having its principal place of business at 221 Palafox Place, Pensacola, FL 32502, and the **First Judicial Circuit of Florida** ("Court"), having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

RECITALS:

WHEREAS, pursuant to §29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans' Court Program in Escambia County; and

WHEREAS the County and Court desire to enter into a relationship whereby the County shall provide the funding from the Local Options portion of the \$65 Court Fee per §939.185(1)(a), Florida Statutes, for the Coordinator on the terms and subject to the conditions set forth herein and in §29.0081, Florida Statutes.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – COUNTY FUNDING OF COURT PERSONNEL

1.1 The County agrees to provide funding for the existing Coordinator position within the Escambia County Veterans Court Program from the effective date of this Agreement through the court fiscal-year ending June 30, 2018.

1.2 The County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, to the already existing Coordinator position, effective July 1, 2017.

ARTICLE II – RESPONSIBILITIES AND SUPERVISION

2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of §440.10, Florida Statutes (workers' compensation) and Chapter 443 (reemployment assistance).

2.2. The Court shall supervise the Coordinator whose employment is funded in part under this agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. s. 1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapters 447 and 760, Florida Statutes, and §§112.3187, 440.105, and 440.205, Florida Statutes; and fully indemnify the County from any liability under such laws, as authorized by §768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

ARTICLE III – COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in **Exhibit A**, attached to and incorporated in to this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in Exhibit A. The County shall mail such invoices to **Cathy White, Director of Case Management, 100 W. Maxwell Street, Pensacola, FL 32502**. Payments will be due and payable within 30 days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre and post-audit. Payment will be made pursuant to §215.422, Florida Statutes.

ARTICLE IV - TERMINATION

4.1 This Agreement shall commence upon the date last executed and continue in full force and effect until June 30, 2018, unless another date is agreed to by the parties or upon the expiration of county or state funding for the position. Either party may terminate this Agreement upon sixty (60) days' notice to the other party.

4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to the Court to effect a transition of the funding of the position without disruption.

4.3. Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party.

ARTICLE V – MISCELLANEOUS

5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.

5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, “**overnight courier**”), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502
Telephone No.: 850-595-4960
Facsimile No.: 850-595-4810
Email: sdhall@co.escambia.fl.us
ATTN: Stephan Hall

If to Court:

The First Judicial Circuit of Florida
190 Governmental Center

Pensacola, FL 32502
ATTN: Will Moore
Telephone No.: (850) 595-4400
Email: will.moore@flcourts1.gov
Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party.

5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

5.4. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Escambia County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.

5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.7 The parties shall allow public access to all documents, records, and other materials, subject to the provisions of Chapter 119, Florida Statutes, and Rule 2.420, Florida Rules of Judicial Administration, prepared or received by either party in conjunction with this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

The First Judicial Circuit of Florida ("Court")

By: Robin Wright
Its: Robin Wright, Trial Court Administrator

Date: 5/22/17

Escambia County Board of County Commissioners ("County")

By: _____ Date: _____
Its: D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: Kdhyal AIA
Date: 5/29/17

Trial Court Administrator's Office
First Judicial Circuit of Florida
APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY
Attorney: KWatt
Date: 5/22/17
Phone: (850) 595-4405

EXHIBIT "A"

PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$39,520.00
FICA	\$3,023.00
Retirement	\$2,972.00
Life & Health	\$9,500.00
Workers Comp	\$118.00
TOTAL COST	\$55,133.00



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12279

County Administrator's Report 10. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Adoption of Resolution – Escambia County HFA Multifamily Housing Revenue Bonds for Delphin Downs Apartments located in the City of Pensacola, Escambia

From: JoLinda Herring, Shareholder

Organization: Bryant Miller Olive P.A.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multi-family Housing Revenue Bonds for Delphin Downs Affordable Housing Development - Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding \$6,800,000 multi-family housing revenue bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority") to be used to finance or refinance the Delphin Downs Apartments located at 1717 West Cervantes Street in Pensacola, Florida (as described in the Background of the Recommendation).

BACKGROUND:

SP Downs LLC, a Florida limited liability company or its affiliate (the "Borrower"), has requested that the Authority issue the above-referenced Bonds to finance or refinance the acquisition, construction and equipping by the Borrower of a new multi-family rental housing facility (and associated capital expenditures) (the "Delphin Downs Apartments") within the territorial limits of the City of Pensacola, Escambia County, Florida, and to pay certain costs of issuance in connection therewith. On September 1, 2016, the Authority received a Multi-Family Housing Revenue Bond Application from Southport Development, Inc. ("SP Downs LLC"), an experienced tax credit developer headquartered in Tampa, Florida. Southport requested that the Board authorize issuance of its Multi-Family Mortgage Revenue Bonds in connection with a proposed 72-unit 4% Housing Tax Credit/SAIL Development to be located at 1717 West Cervantes Street within the City of Pensacola. The Delphin Downs Apartments will provide 72 units of quality rental housing for families with income below 60% of the Pensacola area median. Following an extensive review of the 72-unit Delphin Downs Multi-Family Housing Revenue Bond Application, the Authority confirmed that the subject application was fully complete and the proposed site at 1717 West Cervantes Street, in the City of

Pensacola, was suitable for such development. Subsequently, the Authority commissioned an external analysis of the development proposal by The Hendrickson Company, a widely-known expert in the rental development finance field in Florida. Their analysis confirmed the financial strength of the proposal and the developer, as well as the public purpose for the development. On September 13, 2016, the Authority's Board unanimously approved a motion to invite Southport Development ("SP Downs LLC") into the Authority's formal multi-family process. In October 2016, SP Downs LLC filed an application with the State of Florida Housing Finance Corporation ("FHFC") for State Apartment Incentive Loan ("SAIL") and 4% Tax Credit financing with FHFC to be blended with not more than \$6,800,000 in housing revenue bonds to be provided by the Authority, thereby providing the aggregate financing of approximating \$14,000,000 required for the 72 two bedroom units and related facilities and amenities. The development was formally approved for award of up to \$4 million in SAIL loans and \$4.9 Million in federal Tax Credits by the FHFC Board of Directors on March 24, 2017 following due diligence review by FHFC. A public hearing regarding the planned issuance of housing revenue bonds is required by federal law and said public hearing was conducted by the Authority, on behalf of the Escambia County Board of County Commissioners on April 11, 2017 at 4:30 pm. With such financing approvals in hand, the Authority's Board adopted an inducement resolution with respect to the Delphin Downs Apartments on April 11, 2017. The results of the April 11, 2017 hearing have been provided to the Escambia County Board in the form of the Report of Hearing Officer attached to the Resolution as Exhibit A. Under the terms of standard financing documents, the Borrower is responsible for use and operation of the facilities to be financed, and the Bonds will not obligate the credit of the Authority or the County or pose any obligation or liability for the County. Bryant Miller Olive, P.A., the County's Bond Counsel, will serve as Bond Counsel and Disclosure Counsel for the issue.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Bonds or the facilities to be financed.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's Bond Counsel, Bryant Miller Olive, P.A., will review the documents on behalf of the County to ensure that the County has no liability or obligation under the Bonds, and, to the extent required, the County's Disclosure Counsel, Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County's interests are protected.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance. The Delphin Downs Apartments will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing. Approval of the resolution will allow the Authority to comply with its statutory mission to assist persons in obtaining safe and adequate housing.

IMPLEMENTATION/COORDINATION:

Requirements associated with this financing have been coordinated with representatives of FHFC, the City of Pensacola, the City of Pensacola Community Redevelopment Agency ("CRA"), the Borrower and the various professionals involved in the transaction.

Attachments

Resolution

RESOLUTION NO. R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING \$6,800,000 MULTI-FAMILY HOUSING REVENUE BONDS BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN THE FINANCING OR REFINANCING THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A MULTI-FAMILY HOUSING PROJECT LOCATED IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO FINANCING AGREEMENTS AND OTHER INSTRUMENTS IN CONNECTION WITH THIS BOND ISSUE; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS BY THE AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, pursuant to the provisions of the Act, on April 11, 2017, the Authority adopted its Resolution No. 2017-04 (the "Resolution") indicating its intent to issue not exceeding \$6,800,000 of its revenue bonds in one or more series (collectively, the "Bonds"), for the purpose of facilitating the plan of finance consisting of the financing or refinancing of the acquisition, construction and equipping by SP Downs LLC, a Florida limited liability company, or its affiliate (the "Borrower") of a multi-family rental housing facility (and associated capital expenditures) (the "Affordable Housing Project") known as Delphin Downs Apartments, which will contain approximately 72 units within the territorial limits of Escambia County, Florida (the "Plan of Finance"), to the end that the Authority may be able to improve the prosperity and welfare of the

State and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing, and to finance the cost of such qualifying housing development and related facilities by the issuance of its revenue bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, pursuant to the requirements of the Code, a public hearing was scheduled for April 11, 2017, at 4:30 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the "Report"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith.

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on March 24, 2017, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report.

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance in accordance with Section 147(f) of the Code, and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein described and further

grants approval (i) of such agreements, indentures, instruments, certifications, applications for bond volume allocation and/or housing tax credits and other documents as may be necessary or convenient or as may be requested by the Borrower to effect, the Plan of Finance and (ii) to take any other action as may be required by the Ordinance.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority and the Borrower shall comply with the applicable provisions of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 5. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 8th day of June, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By:  _____
County Attorney

EXHIBIT A

REPORT OF HEARING OFFICER

[Follows]

EXHIBIT A

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority (the "Authority"), a body corporate and politic organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, Escambia County, Florida Ordinance Nos. 80-12 and 2003-8, as amended, and other provisions of law, with respect to a public hearing scheduled and held by the Authority on April 11, 2017, for the proposed issuance and sale from time to time of the Authority's not to exceed \$6,800,000 Multifamily Housing Revenue Bonds (Delphin Downs Apartments), Series 2017 (the "Bonds"). The proposed Bonds will be issued on behalf of SP Downs LLC, a Florida limited liability company, or its affiliate (the "Borrower"), whose principal place of business is 5403 W. Gray Street, Tampa, Florida 33609. The proceeds of the Loan are expected to be loaned to the Borrower to finance or refinance the costs of acquiring, constructing and equipping by the Borrower of a multifamily rental housing facility that will contain 72 units known as Delphin Downs Apartments, located at 1717 W. Cervantes Street, Pensacola, Florida 32501 (the "Development").

The public hearing was duly advertised in the *Pensacola News Journal* on March 24, 2017, a newspaper of general circulation in Escambia County, Florida. The proof of publication was presented to me at such hearing, and a copy is attached hereto as **Appendix A-1** (the "Notice") and the verbatim transcript of the Public Hearing as **Appendix A-2**.

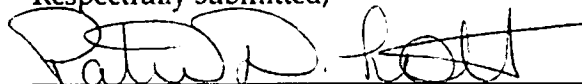
The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Development. Information about the proposed Bonds, the location of the Development and the Borrower, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input.

No interested parties were in attendance at the public hearing.

Written and oral communications in support of the Delphin Downs Development were received and accepted into the record as part of the proceedings.

The undersigned then concluded the hearing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Patricia D. Lott", written over a horizontal line.

Patricia D. Lott, Executive Director

Escambia County Housing Finance Authority

Appendix A-1

Notice

[Follows]

[illegible]

Appendix A-2

Transcript

[Follows]

TEFRA HEARING PROCEDURES

PATRICIA D. LOTT: I am Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Tuesday, April 11, 2017 at 4:30 p.m. in connection with a plan of finance for the issuance of conduit bonds in Escambia County. This is a public hearing for the purpose of issuing tax-exempt bonds for the purposes more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Multi-Family Housing Revenue Bonds by the Escambia County Housing Finance Authority for the Delphin Downs Project. The Authority will be the issuer of the bonds. Mr. Wilkerson, could you state the date of publication for the Notice of Public Hearing?

RANDY WILKERSON: The Notice of Public Hearing was published in the *Pensacola News Journal* on March 24, 2017.

PATRICIA D. LOTT: Thank you very much. The Notice of Public Hearing and Proof of Publication are accepted into the record. The reading of the Notices is waived.

PATRICIA D. LOTT: What amount of Bonds is actually expected to be issued for the project?

RANDY WILKERSON: The bond amount will not exceed \$6.8 million.

PATRICIA D. LOTT: Where will the proceeds of these bonds be used?

RANDY WILKERSON: The proceeds of these bonds will be used in the City of Pensacola located within Escambia County, Florida as described in the respective Notice of Public Hearing. In general, the proceeds will be used as follows:

The bonds will be used for the purpose of financing the costs of acquiring, constructing and equipping by SP Downs LLC, the Borrower, of a multifamily residential rental housing facility containing approximately 72 units, together with facilities appurtenant thereunto, to be located at 1717 W. Cervantes Street, Pensacola, Florida 32501, to provide rental housing facilities for persons of very low, low, middle, and moderate income.

PATRICIA D. LOTT: What is the public purpose of these bonds?

RANDY WILKERSON: Through the program to be financed with the Bonds, the Authority will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing.

PATRICIA D. LOTT: Can you describe the type and finish of the construction?

RANDY WILKERSON: SP Downs LLC the developer of the project is on the phone today and can provide that information.

PATRICIA D. LOTT: Ms. Heffner, can you state your name for the purpose of the hearing.

BRIANNE HEFFNER: Yes Ms. Lott, my name is Brianne Heffner and I work for Southport Development, Inc. Thank you so much Mr. Wilkerson for the opportunity. I am speaking on behalf of Southport Development Inc. the developer of Delphin Downs. We are a Tampa based affordable housing developer that has developed nearly 50 communities with almost 7,000 units over the past 15 years in Florida alone. We are excited to partner with Escambia County Housing Finance Authority to build this community for the residents of Pensacola. Delphin Down's 72 units will be housed in one 4 story mid-rise building. We are in the preliminary site plan and construction design process with the City of Pensacola, our Architect, and Engineer. The proposed development team includes Southport Development, Inc. (Developer), Vaughn Bay Construction, Inc. (Contractor), Architectonics Studios, Inc. (Architect), and Pensacola-based Rebol-Battle & Associates (Engineer). It is our intention to have the building positioned such that the building faces West Cervantes Street.

The wood frame building will be serviced by an elevator and have a pitched roof design. The community will comply with all applicable ADA, UFAS, Section 504 and Fair Housing requirements. Amenities that will be offered at the development will be: community room/meeting space, playground, shuffle board/activity court, business center which will include business computers and access to a library (computer lab), fitness center, carded/controlled access to the building, and close proximity to a variety of community services including but not limited to: transportation, grocery stores, shopping, schools, and medical facilities. The community will also provide a host of "green" features to reduce costs to its residents. Some of these amenities will include the following: 15 SEER HVAC, Energy Star rated windows, Energy Star appliances, including refrigerator and dishwasher in each unit, Energy Star ceiling fans in all of the bedrooms, energy efficient electric water heaters, high rated wall and attic insulation, Energy Star lighting throughout units and common areas, and low flow rated toilets, faucets, and showerheads.

The unit finishes and amenities include, 3 panel interior doors, fire rated entry doors equipped with peep-holes, vinyl wood look plank flooring throughout, all wood cabinets, double sink with garbage disposal, washer/dryer hookups in each unit, and walk in closets. Approximately 20% of the units will have balconies to the outside. We anticipate the exterior of the building to incorporate stucco, siding, and stone design features. It is also our intention to pay special attention to landscaping in enhance the curb appeal of the community and aid in the revitalization of the Westside Neighborhood.

PATRICIA D. LOTT: Excellent, Ms. Heffner, can you describe in further detail the types of resident services that will be offered at the project?

BRIANNE HEFFNER: Yes Ms. Lott I'd be happy to. The resident programs and activities that will be provided to the residents are as follows. I want to highlight that these resident programs and activities will be offered at no cost to the residents and we will also be paying for all of these programs and activities out of the operational budget which is already contemplated by us the developer.

1. **Computer Training** – we will offer access to training, software on basic computer skills such as word processing and spreadsheets to aid the residents.
2. **Resident Activities** – We will have activities on a daily basis for residents between 9:00 a.m. and 9:00 p.m. These activities will be an integral part of the management plan. We will develop and execute a comprehensive plan of varied activities that brings the residents together and

encourages community pride. The goal here is to foster a sense of community bringing residents together on a regularly scheduled basis by providing activities such as holiday and special occasion parties, community picnics, newsletters, children's functions.

3. On Site Voter Registration

4. First Time Homebuyer Seminars

5. On-Site After School Program For Children - Daily, supervised, structured, daily after school programs for children of the tenants.

6. Financial Counseling — Quarterly program providing tax preparation assistance by qualified professionals, educational workshops (for example, learning to budget, handling personal finances, avoiding predatory lending, and being able to comparison shop). Counseling sessions must be held between the hours of 9:00 a.m. and 8:00 p.m. We will be using Electronic media, as well as live instruction.

7. Literacy Training—Literacy Tutor to provide in a private quiet space within the community room to assist tenants on literacy training and providing literacy lessons.

Again, I want to highlight that these will cost no additional funds to the residents and will be provided as part of our development budget.

PATRICIA D. LOTT: Thank you very much Ms. Heffner. Now are there any questions from the public concerning the Escambia County Bond issue?

For the record, I am going to note that there is no one from the public in attendance.

Mr. Wilkerson, has the Authority received any oral or written communication concerning the Bond issue?

RANDY WILKERSON: Copies of a number of letters directed to the Escambia County Board of County Commissioners in support of the Delphin Downs Apartments development and the need for quality workforce rental housing for individuals and families working in or desiring to live in Pensacola and Escambia County have been received by the Escambia County Housing Finance Authority.

PATRICIA D. LOTT: Thank you Mr. Wilkerson, I will accept those into the record at this time. Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone having any interest therein. There being no further comments this public hearing is closed at 4:40 p.m. Ms. Heffner, thank you very much for your participation.

BRIANNE HEFFNER: Thank you so much for having me.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12306

County Administrator's Report 10. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Amendment to 2010, 2013, 2014, 2015, and 2016 HUD Annual Action Plans for the Community Development Block Grant Program

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment to the 2010, 2013, 2014, 2015, and 2016 Annual Action Plans for the Community Development Block Grant Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning an Amendment to the 2010, 2013, 2014, 2015, and 2016 Annual Action Plans for the Escambia County Community Development Block Grant (CDBG) Program:

A. Approve an Amendment to the 2010, 2013, 2014, 2015, and 2016 Annual Action Plans for the Escambia County CDBG Program, reallocating \$386,986.44 in funds; and

B. Authorize the County Administrator to sign the Amendment.

[Funding: Fund 129/2010 CDBG, Cost Center 370214; 2013 CDBG, Cost Center 370218; 2014 CDBG, Cost Center 370221; 2015 CDBG, Cost Center 370222; and 2016 CDBG, Cost Center 370228]

BACKGROUND:

In order to address timely spendout of CDBG funds, staff is recommending an Amendment to the 2010, 2013, 2014, 2015 and 2016 HUD Annual Action plan to reallocate funds to close out old grant years and to move unencumbered funding to the Neighborhood Improvement Project Enhancements activity to fund the Myrtle Grove Phase 1 lighting project. HUD requires that amendments to a local government's Annual Action Plan must be advertised for a minimum of 30 days to give the public an opportunity to comment on the proposed changes. A Public Notice was advertised in the Pensacola News Journal on May 20, 2017 (Exhibit I) that allows for comments through June 23, 2017. To date, only one comment has been received regarding this amendment. The Myrtle Grove Revitalization Group submitted a letter of support for the Amendment and the Myrtle Grove Phase 1 Lighting Project (Exhibit II).

The amendment proposes reallocating funds as follows:

GRANT YR	COST CENTER	AMOUNT	ACTIVITY	DESCRIPTION
FROM:				
2010	370214	\$2210.08	Neighborhood Renewal Initiative Program	This activity is intended for small scale neighborhood volunteer and community based projects, i.e., Mini-Grant Program. \$12,950.60 is available for this activity in more current grant year funds. \$2789.92 has been expended to date from this activity from the original allocation of \$5000. This reallocation will allow closeout of 2010 grant.
2013	370218	\$125,000	Community Health Clinic Project	This activity was to support development and construction of a health clinic at County owned property on Pace Boulevard. Another property was identified for this project, but staff could not obtain NEPA and Part 58 environmental clearance from HUD on the new property in order to release CDBG funds for this project. Funding must be reallocated to another eligible project. Staff is working with the Escambia Community Clinic to identify another project to support.
2014	370221	\$200,000	Community Health Clinic Project	Same as above
2015	370222	\$50,000	Neighborhood Enhancements Program	Activity to provide support for targeted community development, reinvestment, and neighborhood based initiatives within designated areas of slum and blight, specifically CRA's. Funds have not yet been encumbered for a project.

2016	370228	\$9776.36	Neighborhood Enhancements Program	Same description as above. \$10,201.42 would still be available in this activity after this amendment.
TO:				
2010, 2013, 2014, 2015, & 2016	as above	\$386,986.44	Neighborhood Improvement Projects Enhancements	Provides enhancements such as street rehabilitation, new or upgraded street lighting, sidewalks, etc for redevelopment projects located within CDBG eligible areas including CRA's . Funds will be utilized to support the Myrtle Grove Phase 1 lighting project, which is located in a CDBG eligible area.

The amendment (Exhibit III) will go into effect after approval by the Board and the public comment period has passed. The original Board approval of the 2010, 2013, 2014, 2015, and 2016 HUD Annual Plans and summaries of CDBG projects for those grant years are included in Exhibit IV for reference.

BUDGETARY IMPACT:

Reallocation of funds will allow for timely expenditure of CDBG funds as required by HUD to a CDBG eligible project and will allow for closeout of old year grant funds. Funds will be reallocated between the activities specified above in Fund 129/2010 CDBG, Cost Center 370214; 2013 CDBG, Cost Center 370218; 2014 CDBG, Cost Center 370221; 2015 CDBG, Cost Center 370222; and 2016 CDBG, Cost Center 370228.

LEGAL CONSIDERATIONS/SIGN-OFF:

This amendment has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Changes in planned activities from the HUD Annual Action Plan must follow the County's Citizen Participation Plan (CPP) as guided in 24 CFR Part 570. The County's CPP states that an amendment to the Annual Action Plan is triggered under the following circumstances:

1. The addition or deletion of any activity from the approved list of CDBG activities included in the Consolidated Plan/Escambia County or City of Pensacola Annual Action Plan for each respective CDBG year.
2. The purpose, scope, location, and/or beneficiaries of any activity or project are

materially altered or changed from the approved County or City Annual Action Plan for each respective program year.

3. The annual funding level for any individual activity included in the CDBG Annual Action Plan is increased or decreased by an amount in excess of twenty-five percent (25%) of the originally approved activity line item for each respective CDBG program year.

IMPLEMENTATION/COORDINATION:

Subject to approval by the Board, the Neighborhood Enterprise Division will submit the Amendment to HUD.

Attachments

Ex I-Amendment PNJ ad

Ex II-MGRG Letter

Ex III-CDBG Amendment

Ex IV-BCC Approval & Plan Summaries

Your Source

Legals

for the latest...

Public Notices

Your Source

Legals

for the latest...

Public Notices

The City of Pensacola Code Enforcement Authority will conduct public, quasi-judicial hearings beginning at 3:00 pm, Tuesday, June 6, 2017, located at City Hall Council Chambers (1st Floor), 222 West Main Street, Pensacola, Florida, on alleged city code violations at the following addresses:

2025 North 11th Avenue – Annie L Bonner
 1300 E Strong Street – Mark Wayne Roche & Joyce Raines Roche
 208 Ariola Avenue – Ruby D Lyons
 3824 North 10th Avenue – Joseph N Smith
 816 W Gregory Street – Janie Nelson, et al
 610 North A Street – Norvie L Newberry
 222 North A Street – Drucilla W Smith, et al
 1420 W Gregory Street – John R Wessell Trustee
 4570 Christy Drive – Jeffrey L Douglas & Jerry L Douglas Jr
 3956 Dunwoody Drive – Aubrey T Hornsby Jr
 6210 Maybelle Avenue – Lawrence A & Edna M Bassett
 511 North A Street – Morningside Funding LLC
 920 North J Street – Citifinancial Servicing LLC
 1217 North 6th Avenue – Bridget A Sunday

Persons having an interest in the above are invited to attend.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please call Joanna Walker at 850-436-5500 (or TDD 435-1666) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

The City of Pensacola has an online process for complying with all public record requests. For copies of a prior Code Enforcement Authority Hearing Agenda or Minutes, simply go the City of Pensacola website (cityofpensacola.com). (1) On the main page, go to the "City Government" link, (2) go to the "Boards and Commissions" link, (3) go to the "List of Boards and Commissions" link, (4) go to the "Code Enforcement Authority" link, (5) go to the "View All Agendas and Minutes" link to review or print any prior Agendas and or approved Minutes. Additionally, you can automatically sign up to receive eNOTIFICATIONS for Agendas and Minutes and they will be delivered electronically, directly to your email address.

If more detailed Code Enforcement Authority information is required such as a copy of a particular Code Violation Order or other code violation case information, (1) from the "Public Records" link on the main page, (2) go to the "Submit/View Records Requests" link, (3) go to the "Submit Public Records Request" where you fill in the required information and submit the request.

Joanna Walker
 Administrative Officer for the Code Enforcement Authority
jwalker@cityofpensacola.com
 Legal No. 2146621 1T May 20, 2017

AMENDMENT TO
 2010, 2013, 2014, 2015, 2016 ANNUAL ACTION PLANS
 REGARDING THE ESCAMBIA COUNTY COMMUNITY DEVELOPMENT BLOCK
 GRANT PROGRAM

Escambia County is proposing amending the 2010, 2013, 2014, 2015, and 2016 Escambia Consortium Annual Action Plan within the CDBG Program including Grant # B-10-UC-12-0012, B-13-UC-12-0012, B-14-UC-12-0012, B-15-UC-12-0012, and B-16-UC-12-0012 in order to reallocate funds between project categories as follows:

FROM:	GRANT YEAR:	
Neighborhood Renewal Initiative	2010	\$2210.08
Community Clinic	2013	\$125,000.00
Community Clinic	2014	\$200,000.00
CRA Neighborhood Enhancement Program	2015	\$50,000.00
CRA Neighborhood Enhancement Program	2016	\$9776.36

TO:		
CRA Neighborhood Improvement Project		
Enhancements (Myrtle Grove Lighting Phase 1)	2010, 2013, 2014, 2015, and 2016	\$386,986.44

Any funds not utilized for the Myrtle Grove Lighting Phase 1 Project will be utilized for CRA Neighborhood Improvement Project Enhancements in Escambia County CRA's or in CDBG eligible areas.

Comments or questions concerning this amendment are invited through 4:00 p.m. (CST), June 23, 2017. Interested parties may submit written comments to: Escambia County CDBG Program, C/O Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32502. Questions should be directed to Meredith Reeves at (850) 595-0022; or email: mareeves@myescambia.com.

The above stated HUD Amendment has been subjected to a minimum 30-day public comment period in compliance with the Local Citizen Participation Plan. Revisions will be effective June 23, 2017 and will be immediately implemented in accordance with governing HUD Regulations.
 Legal No. 2148347 1T May 20, 2017

Service
DirectoryAttorney - Legal
Service

BANKRUPTCY - SIMPLE WILL, SUMMARY PROBATE
 Chapter 7 - \$726 + filing fee & credit report
 Simple Will, Living Will
 Family Power of Attorney, Medical Power of Attorney, \$100 each, any three for \$250, all four for \$350.
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 Charles C. Garretson, Esq.
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 850-438-5178

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 Lics. General Contractor #RG0029159
 850-675-3627



May 25th , 2017

To whom it may concern:

Please accept this letter as a sign of support from Myrtle Grove Revitalization Group as a valued partner in the effort to provide street lights in and around the Myrtle Grove Community.

This letter is a respectful ask, to amend and modify the current budget to reflect the goals of delivering street lights to the Myrtle Grove Community.

As a provider of community services, The Myrtle Grove Revitalization Group has the experience and commitment to offer services that enhance the lives of citizens in the Myrtle Grove area.

We look forward to working with The Escambia Board of County Commissioners on this budget modification. Please let us know if you have any additional questions.

Sincerely,

Myrtle Grove Revitalization Group Founder
Ronnie Rivera
(850) 529-2895

AMENDMENT TO
2010, 2013, 2014, 2015, 2016 ANNUAL ACTION PLANS
REGARDING THE
ESCAMBIA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Escambia County is proposing amending the 2010, 2013, 2014, 2015, and 2016 Escambia Consortium Annual Action Plan within the CDBG Program including Grant # B-10-UC-12-0012, B-13-UC-12-0012, B-14-UC-12-0012, B-15-UC-12-0012, and B-16-UC-12-0012 in order to reallocate funds between project categories as follows:

FROM:	GRANT YEAR:	
Neighborhood Renewal Initiative	2010	\$2210.08
Community Clinic	2013	\$125,000.00
Community Clinic	2014	\$200,000.00
CRA Neighborhood Enhancement Program	2015	\$50,000.00
CRA Neighborhood Enhancement Program	2016	\$9776.36
TO:		
CRA Neighborhood Improvement Project Enhancements (Myrtle Grove Lighting Phase 1)	2010, 2013, 2014, 2015, and 2016	\$386,986.44

Any funds not utilized for the Myrtle Grove Lighting Phase 1 Project will be utilized for CRA Neighborhood Improvement Project Enhancements in Escambia County CRA's or in CDBG eligible areas.

Comments or questions concerning this amendment are invited through **4:00 p.m. (CST), June 23, 2017**. Interested parties may submit written comments to: Escambia County CDBG Program, C/O Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32502. Questions should be directed to Meredith Reeves at (850) 595-0022; or email: mareeves@myescambia.com.

The above stated HUD Amendment has been subjected to a minimum 30-day public comment period in compliance with the Local Citizen Participation Plan. Revisions will be effective **June 23, 2017** and will be immediately implemented in accordance with governing HUD Regulations.

Signed: _____
Jack R. Brown
County Administrator

BCC Approved: _____

WITNESS: _____

WITNESS: _____

Approved as to form and legal
sufficiency:

By/Title: 
Date: 5/25/17

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-39. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

- A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
- B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.

24. See Page 37.

25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):

- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2010/2011 Annual Housing and Community Development Plan for the period October 1, 2010 - September 30, 2011. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2010/2011 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Shelter Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/ rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2010 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Department
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2010 - September 30, 2011)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2010 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of \$ 5,200,058, which is detailed as follows:

ESCAMBIA COUNTY
2010/2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$519,000*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units and support program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film; rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$35,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$383,680

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

Escambia County Community Redevelopment Agency

\$50,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$240,000

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs, and/or public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs. (Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$50,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,500 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$150,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

Foreclosure Prevention Education and Counseling

\$33,981

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$30,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$175,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$125,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$70,000

Funds will support matching grants of up to \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$375,753

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive

\$5,000

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2010 ESCAMBIA COUNTY CDBG FUNDS AVAILABLE

\$ 2,260,914

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

10. Continued...

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

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

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

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

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

ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

REVISED FINAL DOCUMENT

(June 11, 2013)

(Reflecting HUD 2013 funding allocations provided on 5/29/13)

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2013/2014 Annual Housing and Community Development Plan for the period October 1, 2013 - September 30, 2014. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2013/2014 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2013 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2013 - September 30, 2014)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2013 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,490,432** which is detailed as follows. (Congressional funding cuts to the 2013 CDBG, HOME and ESG Programs are projected in this Plan). The actual final allocations may vary to some degree from that cited below):

ESCAMBIA COUNTY
2013/2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$500,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 9 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$307,698

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs (Finance).

Escambia County Community Redevelopment Agency

\$10,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$ 18,000

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:**Council on Aging of West Florida, Inc.****\$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program**\$175,000**

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE**Demolition/Clearance of Unsafe Structures or Properties****\$20,000**

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:**Fire Hydrants/Water Main Upgrade****\$90,000**

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project**\$45,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program**\$40,000**

Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements**\$80,305**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project**\$125,000**

Funds will partially support site development and construction of a new community-based health clinic on County-owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of health care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to \$400,000 in prior year CDBG funds will be expended in support of this project.

<u>Redevelopment Area Neighborhood Renewal Incentive/Initiative</u>	\$ 0
Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.	

TOTAL 2013 ESCAMBIA COUNTY CDBG FUNDS (ACTUAL)	\$1,678,503
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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 approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: <http://www.myescambia.com> (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned):
- A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of \$1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of \$975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of \$136,359; and
 - B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

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

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

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

ESCAMBIA COUNTY
2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$262,311*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 6 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$288,328

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

\$17,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$ 18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$275,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, Englewood, Cantonment & Ensley), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Foreclosure Prevention Education and Counseling**\$15,500**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE**Demolition/Clearance of Unsafe Structures or Properties****\$10,000**

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, Ensley Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:**Fire Hydrants/Water Main Upgrade****\$95,000**

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project**\$45,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Restoration Program**\$175,000**

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, Cantonment, Ensley and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program**\$50,000**

Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements**\$149,751**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor, Cantonment, Ensley and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project**\$200,000**

Funds will partially support site development and construction of a new community-based health clinic on County-owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of health care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to \$400,000 in prior year CDBG funds will be expended in support of this project.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, and Ensley Community Redevelopment Areas.

\$ 5,000

TOTAL 2014 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,653,390

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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

3. Taking the following action concerning the State of Florida Department of Environmental Protection (DEP) Agreement No. G0409 to provide financial assistance for the Bayou Chico Stormwater Retrofit Project (Funding: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment):

- A. Accepting and approving the DEP Grant Agreement No. G0409 between the State of Florida Department of Environmental Protection and Escambia County, in the amount of \$755,560, for the Bayou Chico Stormwater Retrofit Project; and
- B. Authorizing the Chairman to sign the Agreement and other future Agreement-related documents, including no cost extensions, pending Legal review and approval, without further action of the Board to complete the Project.

Note: The County Attorney's Office has requested that the Board be made aware of the language, in the last sentence, in Paragraph 31 (Page 12 of 13) of the Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

4. Taking the following action concerning the Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370222, 370223, and 370224; Fund 147/HOME, Cost Center 370267; and Fund 110/ESG, Cost Center 370293):
- A. Approving the Escambia Consortium 2015-2019 Consolidated Plan, providing goals, objectives, and strategies for housing and community development during the period October 1, 2015, through September 30, 2020;
 - B. Approving the Escambia Consortium 2015 Annual Action Plan for Housing and Community Development, detailing the use of 2015 Community Development Block Grant (CDBG) funds, in the amount of \$1,644,103; 2015 HOME Investment Partnerships Program (HOME) funds, in the amount of \$882,771; and 2015 Emergency Solutions Grant Program (ESG) funds, in the amount of \$147,378; and

(Continued on Page 16)

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

4. Continued...

C. Authorizing the County Administrator to execute all Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2015 CDBG, 2015 HOME, and 2015 ESG Programs.

5. Ratifying the following July 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

- (1) The Agreements between Escambia County CRA and Curtis and Elizabeth Hughley, owners of residential property located at 303 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,295, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof;
- (2) The Agreements between Escambia County CRA and Susan H. Herrington, owner of residential property located at 267 Seamarge Lane, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,267, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

(Continued on Page 17)

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2015/2016 Annual Housing and Community Development Plan for the period October 1, 2015 - September 30, 2016. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2015/2016 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2015 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2015 - September 30, 2016)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,368,090** which is detailed as follows.

ESCAMBIA COUNTY
2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance in targeted areas, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

FUNDING:
\$427,312*

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

Temporary Relocation **\$20,000**
Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management **\$281,952**
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency **\$17,000**
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing **\$ 18,500**
Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project **\$25,000**
Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington); the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. **\$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance **\$48,000**
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling **\$15,500**
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties **\$35,000**

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade **\$150,000**
Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project **\$55,000**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program **\$50,000**
Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program **\$50,000**
Prior year funds will continue to support matching grants for commercial business exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements **\$250,000**
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Homeless or Health Facility Project **\$150,000**
Funds will partially support acquisition, rehab and/or construction of a new homeless assessment center or a community-based health clinic to improve the delivery of health care services to lower income residents of the surrounding area

Redevelopment Area Neighborhood Renewal Incentive/Initiative **\$ 3,839**
Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2015 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **\$1,644,103**
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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

13. Dropping the recommendation that the Board take the following action concerning the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation (Funding: Fund 120/2016 SHIP, Cost Center 370202):
 - A. Approve the SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation, subject to Legal review and sign-off, to provide up to \$450,000 in SHIP funds to support replacement housing activities for affected tornado victims in Escambia County; and
 - B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents as required to implement the Project.
14. Taking the following action concerning the Escambia Consortium 2016 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370226, 370227, and 370228; Fund 147/HOME, Cost Center 370268; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2016 Annual Action Plan for Housing and Community Development, detailing the use of 2016 Community Development Block Grant (CDBG) funds, in the amount of \$1,600,170; 2016 HOME Investment Partnerships Program (HOME) funds, in the amount of \$920,660; and 2016 Emergency Solutions Grant Program (ESG) funds, in the amount of \$148,002; and
 - B. Authorizing the County Administrator to execute all Escambia Consortium 2016 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2016 CDBG, 2016 HOME, and 2016 ESG Programs.

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2016/2017 Annual Housing and Community Development Plan for the period October 1, 2016 - September 30, 2017. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2016/2017 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2016 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

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Neighborhood Enterprise Division
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Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2016 - September 30, 2017)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,368,090** which is detailed as follows.

ESCAMBIA COUNTY
2016/2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

FUNDING:
\$417,636*

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$10,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$284,034

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

\$17,500

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$ 18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance

\$45,000

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

\$15,500

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$75,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century or to provide direct assistance for demolition/clearance for income eligible property owners.

PUBLIC FACILITIES AND IMPROVEMENTS:

County Facility Handicapped Accessibility Improvement Project

\$250,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

\$25,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

CRA Neighborhood Improvement Project Enhancements

\$400,000

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located

within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

<u>Redevelopment Area Neighborhood Renewal Incentive/Initiative</u>	\$ 5000
Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.	

TOTAL 2016 ESCAMBIA COUNTY CDBG FUNDS PROJECTED	\$1,600,170
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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12307

County Administrator's Report 10. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Study for Cost of Homelessness in Escambia and Santa Rosa counties

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Support for a Study for Cost of Homelessness in Escambia and Santa Rosa Counties - Tonya Gant, Neighborhood & Human Services Director

That the Board authorize \$2,000 to partially support a Study for Cost of Homelessness in Escambia and Santa Rosa Counties by the University of West Florida.

[Funding: Fund 129/2014 CDBG, Cost Center 370219]

BACKGROUND:

The EscaRosa Coalition on the Homeless (ECOH) has reached out to the University of West Florida Haas Center to supply a Study for the Cost of Homelessness in Escambia and Santa Rosa Counties. The cost of the proposed study is \$20,000 and ECOH is asking various community agencies for funding support for this project (see attached email and proposal). The study will provide local agencies with data as to the costs of homelessness to the community from use of hospitals and other health systems, law enforcement, and public service agencies and will help guide future policy making decisions within the local homeless Continuum of Care. The study will be made available to the public.

BUDGETARY IMPACT:

Funds are available in Fund 129/2014 CDBG, Cost Center 370219, Object Code 54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This study supports current goals of the HUD Annual Action Plan regarding homeless strategies.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division will coordinate funding request with ECOH if approved by the Board.

Attachments

ECOH Proposal Request

UWF Study Proposal

Meredith Reeves

From: John Johnson <john.johnson@ecoh.org>
Sent: Friday, May 19, 2017 10:07 AM
Cc: 'Dianna Moore'
Subject: Study
Attachments: ECOH Proposal.pdf

Good morning friends,

ECOH has engaged, but not yet committed to, the University of West Florida HAAS Center to provide a detailed homeless economic impact study for Escambia and Santa Rosa Counties...The study will include families, youth, veterans, single men and women, costs to ERs, legal, social, mental health, and public services etc...The cost of the study is \$20k...Please see the attached proposal for more details...

I have received a few financially supportive responses that will put us at the halfway mark; but, I need a bit more support...If this is something that you are interested in supporting monetarily, please let me know right away...The timeline for this study is June thru Sept...

The results of this study will be made public to the community...

I thank you in advance!

John Johnson
Executive Director
EscaRosa Coalition on the Homeless, Inc.
3702 North Pace Blvd
Pensacola, Florida 32505
Office [850-439-3009](tel:850-439-3009)
Fax [850-436-4656](tel:850-436-4656)
www.ecoh.org

Personal Mission: "to be the change I wish to see by building trust and serving all stakeholders with integrity, wisdom, and vision"

Agency Mission: "Working to prevent and eliminate homelessness"

The information contained in this transmission may contain privileged and confidential information, including client information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.



May 8, 2017

Ms. Dianna Moore
Housing Director
Escarosa Coalition on the Homeless
3702 N. Pace Boulevard
Pensacola, Florida 32505

Re: Proposal to study the cost of homelessness in Escambia and Santa Rosa Counties

Dear Ms. Moore:

On behalf of the Haas Center, I am pleased to submit the below proposal to study the cost of homelessness in Escambia and Santa Rosa Counties.

Objectives of the Study

For three decades EscaRosa Coalition on the Homeless (ECOH) has worked to prevent and end homelessness in Escambia and Santa Rosa Counties in Northwest Florida. The organization acts as lead agency for state and federal funding dedicated to homeless prevention and oversees the two-county area's Continuum of Care. Most recent Point-In-Time Counts (PIT Counts) taken in January 2016 estimate the two county area has approximately 796 homeless individuals, 211 of which are classified as "chronically homeless."

Each year homelessness costs communities millions of dollars in the form of medical and mental health services, law enforcement, and jail services. Recent studies conducted across the country estimate an annual cost to the community per person anywhere from \$24,000 (Los Angeles, CA) to \$54,000 (Jacksonville, FL).¹

ECOH is seeking a proposal from the Haas Center to conduct a study that assesses the local cost of homelessness to the community in Escambia and Santa Rosa Counties.

Scope of the Study

HUD defines homelessness as "a person who lacks a fixed, regular, and adequate nighttime residence." A subset of that population is categorized as chronically homeless, meaning "an

¹ Central Florida Commission on Homelessness (2014). "The Cost of Long-Term Homelessness in Central Florida."

individual with a disability who has been continuously homeless for one year or more or has experienced at least four episodes of homelessness in the last three years where the combined length of time homeless in those occasions is at least twelve months.”

Despite the difference in the two populations, both impose significant costs to a community and should be taken into consideration when evaluating the overall impact.

Chronically Homeless Population:

To accurately calculate this population’s cost to the community the Haas Center will need access to primary data on the individuals identified by ECOH as chronically homeless. Per our discussions with ECOH they are committed to working with the Haas Center to obtain this information from relevant service providers including but not limited to: area hospitals, mental health agencies, law enforcement agencies and jails. Examples of relevant primary data includes but is not limited to: number of visits, number of nights per visit, and cost of services received per visit. All steps will be taken to maintain the anonymity of ECOH’s clientele. While individual level data is preferred, aggregate data is acceptable.

Temporarily Homeless Population:

This population is often homeless due to an unexpected situation or life event. In addition to utilizing aggregate data of this population from the service providers listed above we recommend treating the cost to the community from the perspective of what the community would be gaining if these individuals were economically in a position to be actively contributing members of society in the way of employment, housing, and consumer spending. A combination of primary demographic data and secondary data will be used to calculate this cost.

Impact of Continuum of Care Service Providers:

Finally, ECOH has asked the Haas Center to calculate the cost to the community if the area’s service providers did not exist. Because employment income is one of the largest expenses any business or organization incurs we recommend utilizing economic impact modelling software to calculate the cost of removing these jobs from the community. We will first attempt to use primary data provided by ECOH’s partner agencies. Where that is not available secondary data will be utilized.

Deliverables, Timeline and Budget

In order to meet ECOH's project completion date of September 1, 2017 we anticipate a start date of no later than June 9, 2017. The project will commence at contract execution and will take approximately three months to complete. Below is the proposed timeline from contract execution.

Contract execution	No later than June 9, 2017
Kick-off meeting to finalize primary data needs	No later than June 16, 2017
ECOH primary data collection	June 16 – July 7, 2017 (4 weeks)
Data analysis	July 7 – August 4, 2017 (4 weeks)
Draft report due	August 4, 2017
Two week review period	August 4 – August 18, 2017 (2 weeks)
Final report due	September 1, 2017

Upon completion of the project, the Haas Center will provide a written report of its findings. We will be available to present the results to ECOH stakeholders for approximately one month following submission of the final report. I will act as principal investigator (PI) and will utilize other Haas Center staff and resources as appropriate to meet the project goals and deadlines. The project can be completed for a fixed price of \$20,000 with 50% due upon execution of the contract and 50% due upon submission of the final report.

Please feel free to contact me with any questions about the proposal. We look forward to working with you on this important project.

Sincerely,



Allison Tyler Romer
Economic Development Coordinator



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12264

County Administrator's Report 10. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Change Order #2 to PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2 on Contract PD 15-16.098 for the Montclair Sidewalks Project Phase 2 -Tonya Gant, Neighborhood & Human Services 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 15-16.098, for Construction Services for the Montclair Sidewalks Project Phase 2, to Roads, Inc. of NWF:

Department:	Neighborhood and Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	\$76,656.74
Vendor:	Roads Inc., of NWF
Project Name:	Montclair Sidewalks Phase 2
Contract:	PD 15-16.098
P.O. No.:	170791
C.O. No:	2
Original Award Amount:	\$529,579.45
Cumulative Amount of Change Orders through this C.O.:	\$76,656.74
New Contract Total:	\$606,236.19

[Funding: Fund 129, 2015 CDBG, Cost Center 370224]

BACKGROUND:

The Board approved the Montclair Sidewalks Project Phase 2, Medford Avenue and Montclair Road at the October 20, 2016 meeting (Exhibit I), committing \$529,579.45 in Community Development Block Grant (CDBG) funding (Exhibit II). Change Order #1 was issued for this project for time only, adding an additional 14 days to the contract due to documented rain delays.

This change order request is to add 204 LF of sidewalk to connect Phase 1 sidewalks on Belair to Havre Way. This change order also incorporates field changes to accommodate water valves, meters, driveways, and broken curbs as well as sod and surface grading to tie-back slopes not included in the original scope of work. This request (Exhibit III) would extend the construction time for 90 days, moving substantial completion to August 2017.

BUDGETARY IMPACT:

Additional funding for this change order is available in Fund 129, 2015 CDBG, Cost Center 370224.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

No impact to personnel as a result of this change order.

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 III, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing. The Department of Public Works' Engineering Division will continue to monitor construction progress.

Attachments

Ex I-BCC Approval 102016

Ex II-Montclair Ph 2 PO

Ex III-Montclair RFF CO2

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

7. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road, for a lump sum of \$529,579.45 (Funding: Fund 129, 2015 CDBG, Cost Center 370224, Object Code 56301 - \$161,144.45; Fund 129, 2014 CDBG, Cost Center 370220, Object Code 56301 - \$149,751; Fund 129, 2013 CDBG, Cost Center 370218, Object Code 56301 - \$80,305; and Fund 129, 2012 CDBG, Cost Center 370211, Object Code 56301 - \$138,379).

Approved 5-0

8. Recommendation: That the Board approve, and authorize the County Administrator to sign, a Purchase Order to Hub City Ford, Inc., per the terms and conditions of PD 15-16.095, Road Department Truck Cab & Chassis – Single Axle, based on the lowest bid of \$64,996; the Invitation to Bid for Truck Cab & Chassis was posted on the (*County's*) website from August 29, 2016, to September 28, 2016 (Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401).

Approved 5-0

9. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and DKE Marine Services, Inc., per the terms and conditions of PD 15-16.097, Re-Bid Scour Repairs County Road 184 Over Escambia River Bridge (480045), per Base Bid of \$698,482 and Alternate #2, in the amount of \$299,136, for a lump sum of \$997,618 (Funding: Fund 353, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Code 13EN2188).

Approved 5-0

10. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

Approved 5-0

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

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

VENDOR
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
NEIGHBORHOOD ENTERPRISE
221 PALAFOX PLACE, 2ND FLOOR
PENSACOLA FL 32502
ATTN: MEREDITH REEVES

ORDER DATE: 11/08/16		BUYER: PAUL NOBLES		REQ. NO.: 17000792	REQ. DATE: 10/28/16
TERMS: NET 30 DAYS		F.O.B.: JOB SITE		DESC.: PD 15-16.098	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	Contact Derek Fox with any questions. CONTRACT PD 15-16.098 MONTCLAIR SIDEWALKS, PHASE 2, MEDFORD AVENUE AND MONTCLAIR ROAD; BCC APPROVAL 10/20/2016 2015; 2014; 2013 AND 2012 CDBG GRANTS	529579.4500	529,579.45
					
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	370211	56301	138,379.00		529,579.45
01	370218	56301	80,305.00		
01	370221	56301	149,751.00		
01	370224	56301	161,144.45		
					TOTAL \$ 529,579.45

APPROVED BY



**ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: Montclair Sidewalks Phase 2 Medford Ave and Montclair Road
 Project ID: PO 170791 PD 15-16.098
 Location: Montclair, Medford, Clifton
 Project Manager: Derek Fox
 Date: 5/16/2017

 This section to be completed by Project Managers:

Signature Approval, Division Chief _____

DESCRIPTION OF REQUEST

This Change Order # 2 Request For Funds includes additive unit price quantities of items necessary for additional sidewalk connecting the existing Belair sidewalks to the newly completed Montclair Havre way Phase 1 sidewalks and to Montclair sidewalks Phase 2. It also includes items omitted from original design plans needed for completion of Montclair Sidewalks Phase 2. Additional work includes field changes made during construction for water valves and meters and broken curb not detected during design and sod and surface grading not specified in the plans but needed to accommodate the terrain. An additional 1% for increased bond was requested by the contractor and is also included. The original purchase order amount of \$529,578.45 is increased by \$76,656.74 to a new project cost of \$ 606,236.19. Job duration is to increase 90 additional days needed for completion of the project with a new completion date of 9/20/2017.

Attached backup documentation 5 page (s).

Time shall be (increased/decreased by) 90 calendar days. New completion date is 09/20/2017

	Obligated	Required
Balance of CIP Project	\$ _____	\$ _____
Funds for Original Construction Contract	\$ _____	\$ _____
Funds for Construction Change Order # <u>2</u>	\$ _____	\$ <u>76,656.74</u>
Contract PD <u>PD 15-16.059</u> Contractor <u>ROADS INC of NWF</u>		
Funds for Original Task Order	\$ _____	\$ _____
Funds for Addendum # _____	\$ _____	\$ _____
Task Order PD _____ Consultant _____	\$ _____	\$ _____
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	\$ <u>\$ -</u>	\$ <u>(76,656.74)</u>

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
To:	Fund	Project #	Project Name	Amount
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
			Transfer	\$ _____

County Engineer _____ Transferred by _____ Transfer Date _____

Posted to Expedition _____
 Date: _____

				ROADS Inc	
No.	Type	Quantity	Units	Unit Cost	Total
1	Clearing and Grubbing, per County Specifications 2230 including tree and shrub removal	1	LS	\$23,882.57	\$ 23,882.57
2	Remove and reinstall Brick or Stucco Mailbox as possible	4	EA	\$322.74	\$ 1,290.96
3	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	64	EA	\$154.91	\$ 9,914.24
4	Earthwork Excavation by machine	1	LS	\$3,059.55	\$ 3,059.55
5	Earthwork Establishing Grade, County Specs 2300	1	LS	\$16,679.08	\$ 16,679.08
6	Install Specified Geotextile Mat, less than 500lf	30	SY	\$8.54	\$ 256.20
7	Lateral pavement patch as per County Detail (6" GAB)	79	SY	\$85.44	\$ 6,561.76
8	Remove Existing Asphalt	177	CF	\$2.86	\$ 506.22
9	Saw cut Existing Asphalt	85	LF	\$3.87	\$ 328.95
10	6" Stabilized Subgrade, County Spec 2300, less than 1000sy	743	SY	\$2.60	\$ 1,931.80
11	6" #57 Stone, less than 1000sy	22	SY	\$41.53	\$ 913.66
12	Temporary White Pedestrian Crosswalk	1,106	LF	\$2.58	\$ 2,853.48
13	Temporary Stop Bar	216	LF	\$3.87	\$ 835.92
14	Thermoplastic White Pedestrian Crosswalk	48	LF	\$7.75	\$ 372.00
15	Thermoplastic Stop Bar	12	LF	\$64.55	\$ 774.60
16	Relocate Traffic Signs	37	EA	\$45.18	\$ 1,671.66
17	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$7,047.80	\$ 7,047.80
18	County Type B Curb, Per County Detail, over 500lf	2,287	LF	\$16.78	\$ 38,375.86
19	Valley Gutter Section, 6" thick, Per County Detail	15	SY	\$54.22	\$ 813.30
20	4" Fiber Reinforced Concrete Driveway, over 100sy	2,189	SY	\$43.89	\$ 96,075.21
21	5" Fiber Reinforced Concrete Sidewalk, over 500lf	7,029	LF	\$21.95	\$ 154,286.55
22	Construct Curb Ramp (Approved Mat, Color included) FDOT Index 304	41	EA	\$613.20	\$ 25,141.20
23	Detectable Handicap Warning Mat, FDOT Index 304	10	SF	\$167.82	\$ 1,678.20
24	Saw cut Existing Concrete	900	LF	\$3.87	\$ 3,483.00
25	Remove Existing Concrete, 4" thick	1,582	SY	\$7.75	\$ 12,260.50
26	Remove Curb	2,487	LF	\$3.87	\$ 9,624.69
27	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete colla	5	EA	\$271.10	\$ 1,355.50
28	Relocate Water Meter	11	EA	\$284.01	\$ 3,124.11
29	St Augustine Sod, Staked, less than 1000sy	695	SY	\$6.26	\$ 4,350.70
30	Bermuda Sod, Staked, less than 1000sy	1,222	SY	\$4.45	\$ 5,437.90
31	Silt Fence Type III, over 500lf	1,000	LF	\$1.94	\$ 1,940.00
32	Safety Fence, less than 500lf	300	LF	\$1.87	\$ 1,161.00
33	Baled Hay or Straw	50	EA	\$12.91	\$ 645.50
34	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	20	EA	\$71.00	\$ 1,420.00
35	3/4" PVC sprinkler line, over 150lf	200	LF	\$3.87	\$ 774.00
36	1" PVC Fitting	20	EA	\$3.87	\$ 77.40
37	Flex Pipe	100	EA	\$6.45	\$ 645.00
38	Crape myrtles (minimum 20 Gal container)	15	EA	\$258.19	\$ 3,872.85
39	Live Oaks (minimum 12" Overall with 7" Clear Trunk)	2	EA	\$451.83	\$ 903.66
40	Sago Palm (minimum 10 Gal container)	2	EA	\$242.05	\$ 484.10
41	Azaleas, minimum 3 gallon container	1	EA	\$38.73	\$ 38.73
42	Ligustrum, minimum 3 gallon container	23	EA	\$38.73	\$ 890.79
43	Liriope (Minimum 1 gallon)	3	EA	\$14.20	\$ 42.60
44	Mobilization	1	EA	\$81,736.65	\$ 81,736.65
45				\$ -	\$ -
46				\$ -	\$ -
47				\$ -	\$ -
48				\$ -	\$ -
				TOTAL=	\$ 529,579.45

Amount Invoiced:

Montclair Sidewalks Phase 2 Project		PD #15-16.098		Change Order #1	
Item No.	Description			ROADS Inc	
		Quantity	Unit	Unit Price	Amount
Deductions:					
Additions:					
20	4" Fiber Reinforced Concrete Driveway, over 100sy	30	SY	\$43.89	\$ 1,316.70
18	County Type B Curb, Per County Detail, over 500lf	400	LF	\$16.78	\$ 6,712.00
24	Saw cut Existing Concrete	16	LF	\$3.87	\$ 61.92
5	Earthwork Establishing Grade, County Specs 2300	5,000	SY	\$8.70	\$ 43,500.00
27	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete colla	3	EA	\$271.10	\$ 813.30
30	Bermuda Sod, Staked,over 1000sy	400	SY	\$4.45	\$ 1,780.00
45	Centipede Sod more than 1000sy	4,600	SY	\$3.50	\$ 16,100.00
46	4' Fiber Reinforced Concrete Sidewalk	204	LF	\$21.95	\$ 4,477.80
28	Relocate water meter	4	EA	\$284.01	\$ 1,136.04
				SUBTOTAL	\$ 75,897.76
1% additional bond cost for CO# 2					\$ 758.98
includes additional bond				Change Order #2 Total	\$ 76,656.74
				Accumulative Change Order Percentage Increase:	14.5%
Contract Costs Including Change Order 2:				\$	606,236.19

CONSTRUCTION CHANGE ORDER

Change Order Number 2 Contractor Number PD 15-16.098

Date: 5/16/2017 Dated 11/08/2016

To: ROADS Inc of NWF
106 Stone Blvd Cantonment FL 32533

Project Name: Montclair Sidewalks Phase 2

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

Add 204 LF of connecting sidewalk on Belair to connect to Harve Way sidewalk with one driveway on Belair as depicted in attached drawing and additional material quantities in attached sheet. Add 90 days to complete project.

	Dollars	Time in Calendar Days
Original Contract Amount	<u>\$ 529,579.45</u>	<u>120</u>
Sum of Previous Changes	<u>\$ 0.00</u>	<u>14</u>
This Change Order	<u>\$ 76,656.74</u>	<u>90</u>

Adjusted Agreement Amount \$ 606,236.19 ~~186~~ 224

This contract substantial completion date will be increased/decreased by 90 calendar days due to the Change Order. The new contract substantial completion date is 8/21/2017. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: May 16th, 2017

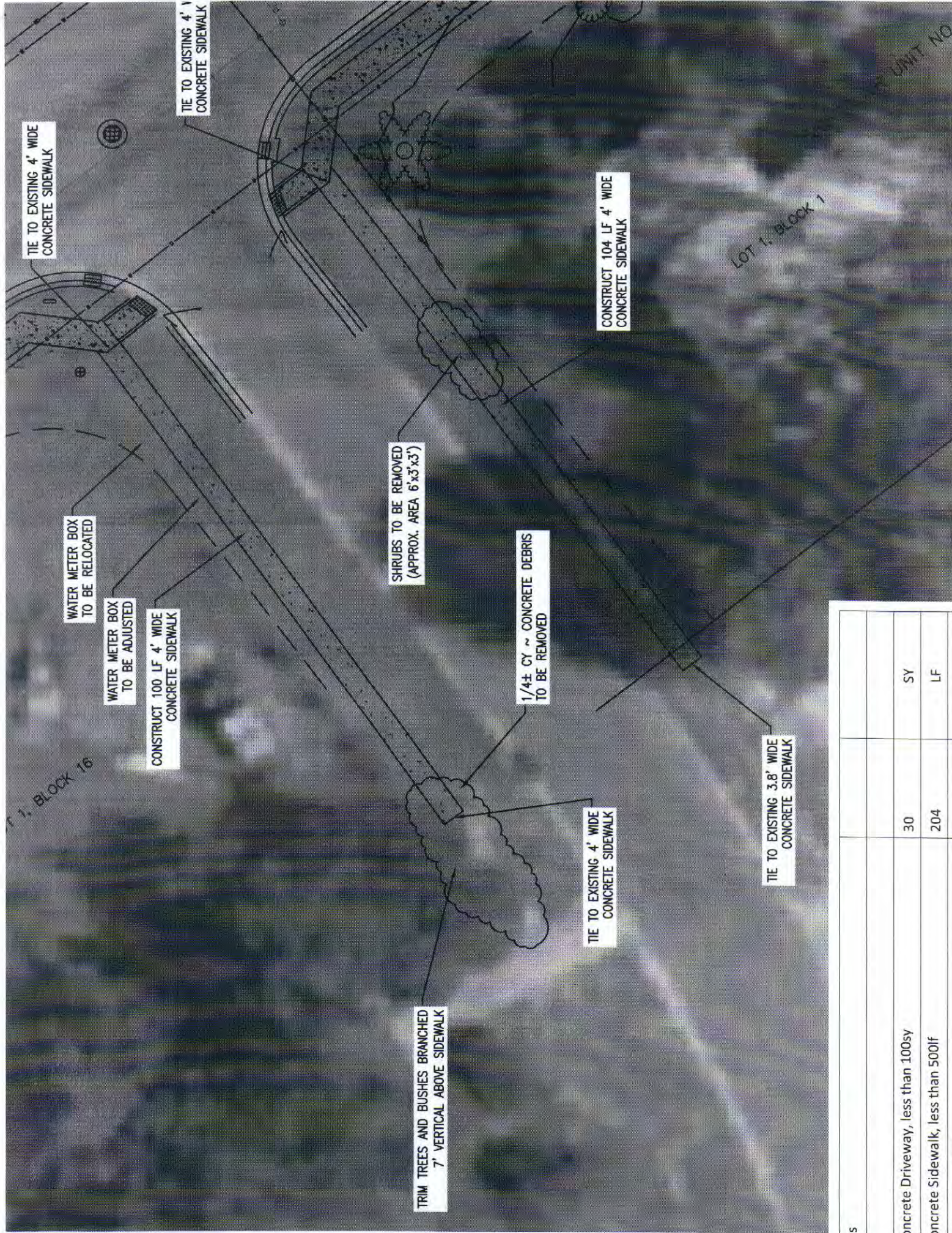
By: 
Contractor

By: _____
Engineer

By: _____
Owner

Amount Invoiced:

Montclair Sidewalks Phase 2 Project		PD #15-16.098		Change Order #1	
Item No.	Description			ROADS Inc	
		Quantity	Unit	Unit Price	Amount
	Deductions:				
	Additions:				
20	4" Fiber Reinforced Concrete Driveway, over 100sy	30	SY	\$43.89	\$ 1,318.70
18	County Type B Curb, Per County Detail, over 500lf	400	LF	\$16.78	\$ 6,712.00
24	Saw cut Existing Concrete	16	LF	\$3.87	\$ 61.92
5	Earthwork Establishing Grade, County Specs 2300	5,000	SY	\$8.70	\$ 43,500.00
27	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) Includes concrete colla	3	EA	\$271.10	\$ 813.30
30	Bermuda Sod, Staked,over 1000sy	400	SY	\$4.45	\$ 1,780.00
45	Centipede Sod more than 1000sy	4,600	SY	\$3.50	\$ 16,100.00
46	4' Fiber Reinforced Concrete Sidewalk	204	LF	\$21.95	\$ 4,477.80
28	Relocate water meter	4	EA	\$284.01	\$ 1,136.04
				SUBTOTAL	\$ 75,897.76
	1% additional bond cost for CO# 2				\$ 758.98
includes additional bond				Change Order #2 Total	\$ 76,656.74
				Accumulative Change Order Percentage Increase:	14.5%
Contract Costs Including Change Order 2:				\$	606,236.19



5				
Concrete Driveway, less than 100sy				SY
Concrete Sidewalk, less than 500lf	30	204		LF



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12285

County Administrator's Report 10. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Myrtle Grove Phase 1 Neighborhood Improvement Project Street Lighting Contract

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Myrtle Grove Phase 1 Neighborhood Improvement Project Street Lighting Contract - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Myrtle Grove Phase 1 Neighborhood Improvement Project Street Lighting Contract:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Myrtle Grove area for \$450,704.44; and

B. Authorize the Chairman or Vice Chairman to sign the Contract.

[Funding: Fund 129/2016 CDBG, Cost Center 370228-\$54,153.42; 2015 CDBG, Cost Center 370222-\$62,575.71; 2014 CDBG, Cost Center 370221-\$200,000; 2013 CDBG, Cost Center 370218-\$125,000; 2011 CDBG, Cost Center 370216-\$27.73; 2011 CDBG, Cost Center 370215-\$6,737.50; and 2010 CDBG, Cost Center 370214-\$2,210.08]

BACKGROUND:

During the U.S. Department of Housing and Urban Development (HUD) Annual Planning process, the Board has designated Community Development Block Grant (CDBG) funds for CRA or CDBG Neighborhood Improvement Projects to help meet needs identified in various Community Redevelopment Area plans or CDBG eligible low/moderate income areas. These funds are to provide neighborhood improvement projects, such as street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements. Funding for this activity is approved annually by the Board, with the most recent approval on August 4, 2016 (See EXHIBIT I for a summary of HUD 2016 Annual Plan Approval and activities).

To facilitate funding for this project, a substantial amendment to the 2010, 2013, 2014, 2015, and 2016 HUD Annual Plans must be approved by the Board to rebudget \$386,986.44 in old grant year funds that are currently not obligated. The substantial amendment is also on the June 8th Board agenda for review.

The Myrtle Grove Contract with Gulf Power (EXHIBIT II) will provide for the installation of 701 LED lighting fixtures and will include payment of the first year's energy and maintenance. After year one, energy costs will be paid from Safe Neighborhoods funding. Lighting will cover the northern area of Myrtle Grove, from New Fairfield Drive to West Jackson Street from New Warrington Road to Fairfield Drive (EXHIBIT III for locations).

BUDGETARY IMPACT:

Funds are currently available in Fund 129 in the cost centers noted above, subject to approval by the Board of an amendment to the 2010, 2013, 2014, 2015, and 2016 HUD Annual Plans. After year one, energy costs will be paid from Safe Neighborhoods funding.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract has been reviewed and approved by Kristin Hual, Assistant County Attorney. Legal advises the Board to note that early termination of these five (5) year contracts will require payment of all unpaid charges for the remainder of the contract term.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve CDBG funded contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, Neighborhood & Human Services Department staff will coordinate with Gulf Power.

Attachments

Ex I-2016 Annual Plan summary

Ex II-Myrtle Grove Ph1 Gulf Power Contract

Ex III-MG Ph I Lighting Map

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-30. Approval of Various Consent Agenda Items – Continued

13. Dropping the recommendation that the Board take the following action concerning the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation (Funding: Fund 120/2016 SHIP, Cost Center 370202):
 - A. Approve the SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation, subject to Legal review and sign-off, to provide up to \$450,000 in SHIP funds to support replacement housing activities for affected tornado victims in Escambia County; and
 - B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents as required to implement the Project.
14. Taking the following action concerning the Escambia Consortium 2016 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370226, 370227, and 370228; Fund 147/HOME, Cost Center 370268; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2016 Annual Action Plan for Housing and Community Development, detailing the use of 2016 Community Development Block Grant (CDBG) funds, in the amount of \$1,600,170; 2016 HOME Investment Partnerships Program (HOME) funds, in the amount of \$920,660; and 2016 Emergency Solutions Grant Program (ESG) funds, in the amount of \$148,002; and
 - B. Authorizing the County Administrator to execute all Escambia Consortium 2016 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2016 CDBG, 2016 HOME, and 2016 ESG Programs.

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2016/2017 Annual Housing and Community Development Plan for the period October 1, 2016 - September 30, 2017. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2016/2017 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2016 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2016 - September 30, 2017)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,368,090** which is detailed as follows.

ESCAMBIA COUNTY
2016/2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

FUNDING:
\$417,636*

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$10,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$284,034

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

\$17,500

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$ 18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance

\$45,000

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

\$15,500

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$75,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century or to provide direct assistance for demolition/clearance for income eligible property owners.

PUBLIC FACILITIES AND IMPROVEMENTS:

County Facility Handicapped Accessibility Improvement Project

\$250,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

\$25,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

CRA Neighborhood Improvement Project Enhancements

\$400,000

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located

within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$ 5000

Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2016 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,600,170

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**CITY OF PENSACOLA
2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGETS AND ACTIVITIES**

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs

\$409,792*

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 10-15 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. [Pre FY2015 Funds \$150,000]

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$110,000).

Temporary Relocation

\$15,000

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. [Pre FY2015 Funds \$10,000]

CODE ENFORCEMENT:

Code Enforcement

\$15,000

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA)

\$70,000

Funds will provide approximately 15,800 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which

EXHIBIT II

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 17-3377

Customer Name ESCAMBIA COUNTY BOARD OF CO COMMISSIONERS Date 5/10/17

DBA N/A Telephone No. 850-595-1829 Tax I. D. (if applicable) N/A

Street Address (Subdivision, etc.) of Light(s) CRA MYRTLE GROVE PHASE 1

Billing Address 221 PALAFOX PLACE SUITE-305 PENSACOLA, FL 32502

Driving Directions W ON WEST JACKSON FROM NEW WARRINGTON ROAD

Location of Light(s) W JACKSON ST N TO FAIRFIELD DR.; NEW WARRINGTON RD W TO FAIRFIELD DR

Meter No. Account No. NEW JETS WO No. 73A3DD

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

Application Taken By JEFF CAGLE

Approved by FOSTER L. WARE, III
Authorized Company Representative

Signature [Signature]

Date 5/23/17

CUSTOMER

Customer Board of County Commissioners
Escambia County, Florida

Title D.B. Underhill, Chairman

Signature

Date

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Approved as to form and legal sufficiency.

By/Title: [Signature]

Date: 5/25/17

Form 5 (Continued)

Contract No. 17-3377

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Total Base Monthly Charge****

\$0.00

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 17-3377

TOTAL INSTALLED COST OF FIXTURE(S) \$368,702.53

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Flat Amount/Mo. (c) = (a) x (b)
ROADWAY 2 LED	95	701	\$4.44	\$3,112.44
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Base Monthly Charge ****				\$3,112.44

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application

Taken By

JEFF CAGLE

Approved By

FOSTER L. WARE, III

Authorized Company Representative

CUSTOMER

Board of County Commissioners
Escambia County, Florida

Customer

D. B. Underhill

Title

Chairman

Date

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Approved as to form and legal
sufficiency

By/Title

Date:

[Signature]
5/25/17

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

Form 21

Contract No. 17-3377

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ 32,137.47

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
		#4 DPX	1,847'	EYEBOLT	24
		1/0AAAAC	638'	SPOOL RACK	4

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By JEFF CAGLE

Approved By FOSTER L. WARE, III
Authorized Company Representative

ISSUED BY: Susan Story

EFFECTIVE:

CUSTOMER

Board of County Commissioners
Escambia County, Florida

Customer D. B. Underhill

Title Chairman

Date

January 31, 2006

Approved as to form and legal sufficiency.

By/Title: K. W. Aca
Date: 5/25/17



Estimate for DSO# 73A3DD

Date: May 10, 2017

One Energy Place
Pensacola, FL 32520-0231
850/444-6713, FAX 850/444-6237
Attn: Jeff Cagle

TO: Escambia County Community Redevelopment
221 Palafox Place, Suite 305
Pensacola, FL 32502

Quantity	Description	Amount (monthly)
701	Monthly energy & maintenance cost of 701 Roadway 2 LED PUF fixtures within Myrtle Grove Phase 1 CRA	\$4,155.37
	(see attached sample monthly bill for breakdown)	
The annual cost for this project would be \$49,864.44*		

*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option (**PUF**) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

**If you have any questions concerning this estimate please call:
Jeff Cagle @ 850-444-6713**

THANK YOU FOR YOUR BUSINESS!



Current Lighting Service - OS-I/II - Street and General Area Lighting		
Billing Period		
Sample Monthly Bill for Myrtle Grove Phase 1		
Lighting Charge		\$ 2,551.64
Energy Charge		560.80
ECCR+ECR+PPCC		203.57
Facilities Charge		0.00
Fuel Charge	23,133 kWh x 0.03125	722.91
	Subtotal of Lighting Service	\$4,038.92
Florida Gross Receipts Tax		38.16
Franchise Fee for Escambia Cnty		78.29
Total Current Lighting Service		\$4,155.37*
Lighting Components Included In This Bill		
701-Roadway 2 PUF		
*Cost subject to change pending current and any future regulatory rate reviews		
This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.		

EXHIBIT III



Myrtle Grove Phase I

Lighting Map 1

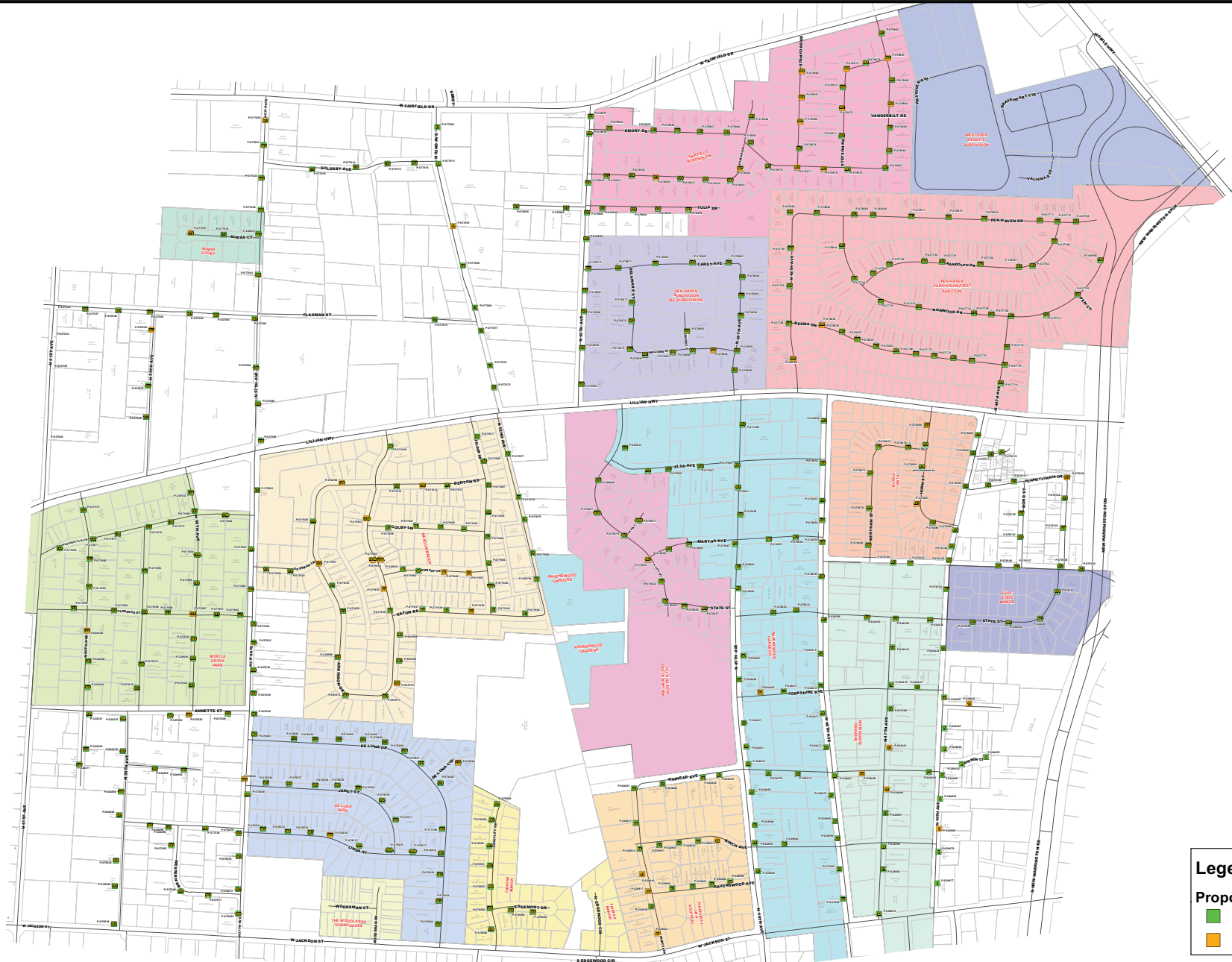
Data Source: Gulf Power DistGIS

Gulf Power does not warrant or guarantee the accuracy, completeness, or reliability of any facility maps or data provided by Gulf Power and disclaims any and all liability that results from the use of these maps or data. Any subsequent disclosure of such information is forbidden without the express written authorization of Gulf Power.



1 inch = 255 feet

By: James Ireland
Date: 4/28/2017



Legend
Proposed Lights
■ New
■ Replace

Myrtle Grove Phase I

Lighting Map 2



Data Source: Gulf Power DistGIS

Gulf Power does not warrant or guarantee the accuracy, completeness, or reliability of any facility maps or data provided by Gulf Power and disclaims any and all liability that results from the use of these maps or data. Any subsequent disclosure of such information is forbidden without the express written authorization of Gulf Power.



1 inch = 280 feet

By: James Ireland
 Date: 4/28/2017



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12301

County Administrator's Report 10. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

From: Paul Nobles, Purchasing Coordinator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign a Task-Order-Based Continuing Contract to Dalrymple Sallis Architecture, LLC, professional architect, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual and project basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003 in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

Dalrymple Sallis Architecture, LLC submitted all necessary documents on May 22, 2017.

BUDGETARY IMPACT:

Funds to be budgeted for on an annual and project basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form F, Consulting Services

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and agreement signature, the Office of Purchasing shall notify the Department(s). The Office of Purchasing shall work with Department(s) in negotiation of Task Orders.

Attachments

Dalrymple Sallis Archecture Agreement

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Dalrymple Sallis Architecture, LLC

For

**Professional Services as Governed by Florida Statute 287.055
(PD 02-03.79)**

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised June 2016)

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AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and Dalrymple Sallis Architecture, LLC, a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 30-0301382, and whose business address is, 503 E. Government Street, Pensacola, FL 32502, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

Dalrymple Sallis Architecture, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Dalrymple Sallis Architecture, LLC, to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3
SCOPE OF SERVICES

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4
ORDERING OF THE WORK

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 **COMPENSATION:**

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 **ANNUAL APPROPRIATION:**

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 **DIRECT EXPENSES:**

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

- (a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.
- (b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.
- (c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.
- (d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5	Payment requisitions will be sent to:	Notices will be sent to:
	To Be Determined Per Task Order	County Administrator Escambia County Administrator 221 Palafox Place Pensacola, Florida 32502-1590 (850) 595-4900 (850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

Scott Sallis, President
Dalrymple Sallis Architecture, LLC
503 E. Government Street
Pensacola, FL 32502

- (a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7
ADDITIONAL SERVICES AND

CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

7.3 The County shall have authority to order extensions in the Consultant's schedule for completion of the Scope of Work of individual project task orders by providing written notice to the Consultant.

ARTICLE 8 **COUNTY'S RESPONSIBILITIES**

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the

quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9

CONSULTANT'S RESPONSIBILITIES

9.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record

complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price,

or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement 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 the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 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.

10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 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.

10.17 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.

10.18 INTERPRETATION:

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

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

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

10.19 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.

10.20 COMPLIANCE WITH LAWS:

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

10.21 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>.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 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.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement and Dalrymple Sallis Architecture, LLC, signing by and through its Managing Member, 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: _____

WITNESS: _____

By: _____

Jack R. Brown, County Administrator

Date: _____

BCC Approved: _____

CONSULTANT:

Dalrymple Sallis Architecture, LLC, a for-profit corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

Secretary

or

WITNESS: _____

WITNESS: _____

By: _____

Managing Member

Date: _____

[CORPORATE SEAL]



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12283

County Administrator's Report 10. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Amendment of Agreement for Escambia County Correctional
Department Uniforms PD13-14.048

From: Tammy Jarvis, Department Director

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Agreement for Escambia County
Correctional Department Uniforms PD 13-14.048 -Tammyra Jarvis, Corrections
Department Director

That the Board approve and authorize the Chairman to execute the Amendment of Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048 between Galls, LLC, and Escambia County, Florida. Pursuant to paragraph 5 of the Agreement, Galls, LLC, has requested a 2.5% price adjustment on 9 of the 25 items covered by the Agreement. The increase is directly related to increased costs from suppliers and changes to market conditions affecting labor, utility, and shipping costs.

[Funding is available to cover this increased cost in General Fund 001; Jail Detention Cost Center 290401; Object Code 55201]

BACKGROUND:

On June 26, 2014, after a competitive bidding process facilitated by the Escambia County Office of Purchasing, Escambia County entered into Agreement PD13-14.048 for correctional department uniforms. Paragraph 5 of the original agreement noted the fact that the Contractor may request price adjustments every twelve (12) months. On April 26, 2017 the Office of Purchasing received correspondence from the Contractor requesting a 2.5% increase in the price of 9 items covered by the agreement. The correspondence noted that increased costs from suppliers and changes to market conditions affecting labor, utility, and shipping costs have resulted in an increased price of production to the Contractor. This is the first requested increase since the inception of PD13-14.048.

BUDGETARY IMPACT:

Funding is available to cover the increased cost in General Fund 001; Jail Detention Cost Center 290401; Object Code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

This amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board of County Commissioners' Policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by Escambia County Department of Corrections.

Attachments

Request Letter

Amendment to Agreement PD13-14.048

April 25, 2017

Via UPS Delivery

Escambia DOC
Attn: Purchasing
221 Palafax Place
Pensacola, FL 32502



Galls | Quartermaster
1340 Russell Cave Road
Lexington, KY 40505
859-266-7227

RE: Contract #13-14-048 - Request for Renewal/Price Increase

To Whom It May Concern:

Galls, LLC ("Galls") will be happy to renew contract #13-14-048 (the "Contract") however due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls, LLC ("Galls") is requesting a 2.5% price increase on select goods and services provided by Galls on the Contract.

As evidence of the above and for your records, please find enclosed documentation supporting this request.

This request is in accordance with the Contract and if approved will take effect on the effective date of the renewal term.

Please direct all questions to Whitney Williams @ Williams-whitney@galls.com

We appreciate your attention to this important matter.

Regards,

A handwritten signature in blue ink, appearing to read 'Tiffany Brewer'.

Tiffany Brewer
Contract Management Team Leader
Galls, LLC



5.11 TACTICAL OPS CENTER
4300 Spyres Way, Modesto, CA 95356 USA
866.451.1726, 209.527.4511

April 24, 2017

Escambia DOC

Attn: Purchasing

5.11 Price Increases

For many years, 5.11 Tactical was able to maintain price stability on our products. Several factors have led to the price increases that you have seen on the styles listed below on our pricing over the past 3 years. These include:

- Rising commodity prices due to growing demand in Asia and other factors have led to extraordinary increases in fabric and trim costs
- Labor costs in Asian sewing plants have soared as other higher paying industries have compelled the garment industry to raise wages to retain a work force. The US dollar has also contributed to higher costs as Asian manufacturers demand more dollars per garment to offset the loss in purchasing value.
- Higher energy costs have caused transportation costs to soar and the recent West Coast port closures have increased some transportation costs.

71175 5.11 TacLite Pro Short Sleeve Shirt
72175 5.11 TacLite Pro Long Sleeve Shirt
74280 5.11 TacLite TDU Pant
71049 5.11 Performance Short Sleeve Polo
72049 5.11 Performance Long Sleeve Polo
12019 5.11 A.T.A.C. 6" Shield Side Zip Boot

Please call with any questions – Jermei Graham, Director National Accounts 816.863.5143.

Frank Cappelletti Vice President, Public Safety Sales



Dear Valued Customer,

We are writing to provide you advance notice that Dickies® will be implementing a modest price increase of five percent across all divisions and product lines, effective January 1, 2017. The last time we had a similar comprehensive price increase was 2010. We are proud that we've been able to hold prices for such an extended period of time. In this price sensitive marketplace, we have seen our competitors increase prices during those years, some multiple times, while we have not.

While we have mitigated increased costs since the last price increase six years ago through engineering advances and improved efficiencies, overall increases in the cost to operate our business remain. These cost pressures include wages, healthcare, compliance and regulation, logistics, and raw materials.

We understand that a price increase notification is difficult to communicate and receive. Therefore, please feel free to contact your account representative or me personally if you have questions or need additional clarification.

On behalf of the Williamson-Dickie Mfg. Co., thank you for your business, partnership and continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex M. Smith".

Alex M. Smith
Senior Vice President
Dickies North America
Email: asmith@dickies.com
Ph: 817.810.5704



Price Quote
Lenice Roberts/Bathany H
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
800-876-4242 phone
877-914-2557 fax

Attention:
Account Number 0
Name Escambia DOC Uniforms
Street Address
City & State

Quote Date

5/3/2017

All hemming & standard emblem application will be done at no charge.

Item #	Description	Qty	Old Price	New Price	Ext. Total
1	1 3/4 Black Man Leather Belt, Silver Buckle	1	\$15.95	\$15.95	\$15.95
2	Ladies, Spruce Green Pant, w/Black Stripe down the outside of Leg 100% Polyester-Flying Cross	1	\$29.00	\$29.00	\$29.00
3	Men's Shirt 100% Polyester- with embroidery- Long Sleeve	1	\$29.00	\$29.00	\$29.00
3	Men's Shirt 100% Polyester- with embroidery- Short Sleeve	1	\$26.50	\$26.50	\$26.50
4	Tackle Shirt with personalization (2 Lines) 65% Polyester & 35% Cotton, Button Up	1	\$45.50	\$46.63	\$46.63
5	Tie Bar (Tie Clip), Silver or Gold	1	\$6.25	\$6.25	\$6.25
6	Ladies Flat Front Pant, 65% Polyester, 35% Cotton made- Dickies	1	\$18.00	\$18.45	\$18.45
7	Men's Relaxed Fit Pant, 65% Polyester, 35% Cotton- Dickies	1	\$19.00	\$19.47	\$19.47
8	Men's Spruce Green Pant, w/Black Stripe down the outside of Leg, 100% Polyester- Flying Cross	1	\$29.00	\$29.00	\$29.00
9	Tactical TDU Pant 65% Polyester, 35% Cotton Pants	1	\$36.50	\$37.41	\$37.41
10	Ladies Blouses 100% Polyester, made by Flying Cross- Short Sleeve	1	\$26.50	\$26.50	\$26.50
10	Ladies Blouses 100% Polyester, made by Flying Cross- Short Sleeve	1	\$29.00	\$29.00	\$29.00
11	Performance Polo w/Personalization (2 Lines) 100% Polyester- Short Sleeve	1	\$39.50	\$40.48	\$40.48
11	Performance Polo w/Personalization (2 Lines) 100% Polyester- Long Sleeve	1	\$41.00	\$42.02	\$42.02
12	Mace Holder Black Nylon OIC Spray Holder for the Belt to hold 2 oz Foam Spray	1	\$9.75	\$9.75	\$9.75
13	CPR Double Pouch w/lemons Black Nylon (Black Nylon Holder for all the CPR items), also goes on Belt	1	\$6.75	\$6.75	\$6.75
14	Name Plate one size comes in Silver or Gold	1	\$8.50	\$8.50	\$8.50
15	16" Poly Clip On Tie, 100% Polyester	1	\$4.00	\$4.00	\$4.00
16	22" Poly Clip On Tie, 100% Polyester	1	\$4.00	\$4.00	\$4.00
17	Performance Polo w/Personalization (2 Lines)- Short Sleeve	1	\$39.50	\$40.48	\$40.48
17	Performance Polo w/Personalization (2 Lines)- Long Sleeve	1	\$41.00	\$42.02	\$42.02
18	Ultra Jacket, Water Resistant with Stain Release properties, Black, zip out with Thinsulate Insulation Liner	1	\$105.00	\$105.00	\$105.00
19	Women's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain leather, and 1000 Denier Nylon with Slip Resistant Rubber Outsole	1	\$89.00	\$89.00	\$89.00
20	Men's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain leather, and 1000 Denier Nylon, with slip resistant rubber outsole	1	\$89.00	\$89.00	\$89.00
21	10" Wellington Boots, Pull on Leather	1	\$89.00	\$89.00	\$89.00
22	Foam cushioning, non-metallic shank, puncture resistant midsole, stay bed sausage lace, antibacterial and moisture wicking lining, side zip, ASTM F2413-05 M C/75 EH PR Certified Safety Toe	1	\$98.00	\$100.45	\$100.45
23	Women's Oxford, full grain leather, oil resistant rubber all purpose outsole ANSI Approved steel toe Each	1	\$59.00	\$59.00	\$59.00
24	Slip on shoe, full grain water resistant, non metallic, Padded mesh collar and tongue, polyurethane insert, molded rubber outsole, slip resistant	1	\$59.00	\$59.00	\$59.00
25	Windbreaker, patched microfleece with spandex rib neckline, cuff and waistband, pen pockets on left sleeve, hand pockets on each side sizes XS-3XL	1	\$38.00	\$38.00	\$38.00
Subtotal					\$1,139.61
Shipping					\$0.00
Total					\$1,139.61

**AMENDMENT OF AGREEMENT FOR ESCAMBIA COUNTY
CORRECTIONAL DEPARTMENT UNIFORMS (PD 13-14.048)**

THIS AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Galls, LLC, a foreign for-profit limited liability company authorized to transact business in the State of Florida, FEI/EIN Number: 20-3545989, whose principal address is 1340 Russell Cave Road, Lexington, KY 40505 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on June 26, 2014, the County previously entered into an Agreement with Contractor for Escambia County Correctional Department uniform supplies (PD 13-14.048); and

WHEREAS, pursuant to paragraph 5 of the Agreement, the Contractor may request price adjustments every twelve (12) months, which shall be accomplished by written amendment to the Agreement; and

WHEREAS, the Contractor has submitted a request for a 2.5% price increase for certain items listed on the original bid form, which was accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Paragraph 14 of the Agreement is amended as follows:

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 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

3. Effective June 26, 2017, the Contractor's Bid Form, attached as Exhibit B to the Agreement, is hereby amended to reflect the following alterations and price adjustments:

No.	Item Description	Original Price	Adjusted Price
4	<u>TacLite Shirt w/personalization (2 Lines),</u> <u>65% Poly & 35% Cotton, Button-up-</u>	\$45.50	\$46.63
6	<u>Ladies Flat Front Pant, 65% Poly & 35% Cotton,</u> <u>Made by Dickies-</u>	\$18.00	\$18.45
7	<u>Men's Relaxed Fit Pant, 65% Poly & 35% Cotton,</u> <u>Made by Dickies-</u>	\$19.00	\$19.47
9	<u>Tactical TDU Pant, 65% Poly & 35% Cotton-</u>	\$36.50	\$37.41
11	<u>Performance Polo w/personalization (2 Lines),</u> <u>100% Poly,</u> <u>Short Sleeve-</u>	\$39.50	\$40.48
	<u>Long Sleeve-</u>	\$41.00	\$42.02
17	<u>Performance Polo w/personalization (2 Lines),</u> <u>Short Sleeve-</u>	\$39.50	\$40.48
	<u>Long Sleeve-</u>	\$41.00	\$42.02
19	<u>Women's 8" Zipper Boots, Steel Toe</u>	\$89.00	Discontinued
22	<u>ATAC 6" Shield Boot, full grain leather and nylon,</u> <u>cell foam cushioning, non-metallic shank, puncture resistant midsole,</u> <u>stay tied sausage laces, antibacterial/moisture wicking lining,</u> <u>side zip, ASTM F2413-05 M C/75 EH PR</u> <u>Certified Safety Toe-</u>	\$98.00	\$100.45
24	<u>Slip on shoe, full grain water resistant leather,</u> <u>non-metallic, padded mesh collar and tongue-</u>	\$59.00	Discontinued

4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any

state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
D.B. Underhill, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR: GALLS, LLC

By: _____
R. Michael Andrews, Jr., CFO

Witness

Date: _____

Witness

Approved as to form and legal
sufficiency.

By/Title: Kristin Chabada
Date: 5/16/17



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12282

County Administrator's Report 10. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: Authorization for Acquisition of Real Property for the Jackson Creek Restoration Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for the Acquisition of Real Property for the Jackson Creek Restoration Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action to give further direction regarding the acquisition of 13 real properties located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle, owned by John and Carol Pepper (Trustees for Pepper Living Trust), for the Jackson Creek Restoration Project:

A. Authorize staff to make an offer to property owners John and Carol Pepper (Trustees for Pepper Living Trust) for the following 13 properties, for the total appraised value of \$61,300. Any counteroffer will be brought back before the Board for approval;

Parcel ID	Address	Parcel Size	Market Value
37-2S-30-3400-008-002	100 Block of Citrus Street	0.21 acre	\$4,700
37-2S-30-3400-007-002	102 Citrus Street	0.41 acre	\$8,100
37-2S-30-3400-006-002	100 Block of Citrus Street	0.22 acre	\$4,300
37-2S-30-3400-005-002	100 Block of Citrus Street	0.17 acre	\$4,500
37-2S-30-3400-021-002	3 Beth Circle	0.22 acre	\$4,300
37-2S-30-3400-020-002	4 Beth Circle	0.29 acre	\$4,600
37-2S-30-3400-019-002	5 Beth Circle	0.21 acre	\$3,300
37-2S-30-3400-018-002	6 Beth Circle	0.33 acre	\$5,200
37-2S-30-3400-017-002	7 Beth Circle	0.25 acre	\$4,000
37-2S-30-3400-032-002	2 Danbury Circle	0.24 acre	\$4,600
37-2S-30-3400-031-002	3 Danbury Circle	0.22 acre	\$3,400

37-2S-30-3400-030-002	Danbury Circle	0.27 acre	\$4,300
37-2S-30-3400-028-002	Danbury Circle	0.23 acre	\$6,000

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (13 parcels; approximately 3.27 acres), located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle, and bring the executed Contract back before the Board; and

C. Authorize the County Attorney's Office to prepare, and the Chairman, or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of these properties without further action of the Board (if the purchase is approved).

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #13EN2382]

BACKGROUND:

In 2015, the National Fish and Wildlife Foundation (NFWF) officially awarded Escambia County over \$11 million in RESTORE funding for construction of five projects within the Bayou Chico Watershed. Funds were awarded through NFWF to improve water quality and enhance wildlife habitat. Projects are located in all three of the main freshwater tributaries to Bayou Chico, including a floodplain restoration/expansion project to be located along Jackson Creek, which will likely require acquisition of one or more properties. Meeting in regular session on July 23, 2015, the Board authorized staff to begin the process of obtaining necessary easements, parcels, and permits to complete the NFWF-funded restoration projects.

Natural Resources Management Staff has since completed an evaluation of potential project sites located along the creek to prioritize properties according to the specified restoration goals and grant-related metrics. Wesleyan Terrace 1st Addition was one of the recommended projects (item J in attachment - Jackson Creek Potential Projects)

An appraisal was performed on the 13 parcels in Wesleyan Terrace 1st Addition Subdivision, since they are under the same ownership, and the combined total for all would be over the \$20,000 threshold referenced in Section 46-139.2.a; *appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than \$20,000.*

BUDGETARY IMPACT:

Funding for this project is available in Funding Source: Fund 352 LOST III, Account 210107/56301 Project #13EN2382.

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents will be reviewed by the County Attorney's Office for approval.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Appraisal Pepper

Map

Jackson Creek Potential Projects

BCC July 23 2015

Bayou Chico Restoration Map

Presley-McKenney & Associates, Inc.
Consultant & Real Estate Valuations
Post Office Box 329
Pensacola, Florida 32591-0329

**THIRTEEN RESIDENTIAL LOTS
WESLEYAN TERRACE SUBDIVISION
CITRUS STREET, BETH CIRCLE, DANBURY CIRCLE
PENSACOLA, FLORIDA**

APPRAISAL REPORT

PROPERTY

Thirteen Residential Lots
Wesleyan Terrace Subdivision

LOCATION

Citrus Street, Beth Circle, Danbury Circle
Pensacola, Florida 32506

EFFECTIVE DATE OF VALUE

April 7, 2017

DATE OF REPORT

May 2, 2017

PREPARED FOR

Escambia County
Real Estate Acquisition Office
3363 West Park Place
Pensacola, Florida 32505

Presley-McKenney & Associates, Inc.

Consultant & Real Estate Valuations

Post Office Box 329

Pensacola, Florida 32591-0329

PRESLEY - McKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations

P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

May 2, 2017

Escambia County
Real Estate Acquisition Office
3363 West Park Place
Pensacola, Florida 32505

Attn: Kara Johnson, Real Estate Acquisition Technician

RE: Appraisal Report
Thirteen Residential Lots (Jackson Creek)
Wesleyan Terrace Subdivison, Pensacola, Florida

Dear Ms. Johnson:

As requested, an inspection has been made of the referenced property for the purpose of estimating the market value of each of the thirteen lots, as well as providing a summation. In compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this is an appraisal report, being a narrative report to include all data necessary for us to complete our work within the scope of our assignment.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

As will be shown by photographs and more fully described and analyzed herein, the subject properties include thirteen vacant lots within the Wesleyan Terrace Subdivision at the south end of Citrus Street, Beth Circle, and Danbury Circle. These lots vary slightly in size, shape, and topography. A summary is shown within the table presented on the next page.

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market values of the subject lots, as of April 7, 2017, are as follows:

Report ID	Parcel ID	Address	Size (Acres) (Square feet)	Opinion of Market Value
C-1	37-2S-30-3400-008-002	100 block Citrus Street	±0.2134 Acres ±9,296 SF	\$4,700
C-2	37-2S-30-3400-007-002	102 Citrus Street	±0.4122 Acres ±17,955 SF	\$8,100
C-3	37-2S-30-3400-006-002	100 block Citrus Street	±0.2200 Acres ±9,583 SF	\$4,300
C-4	37-2S-30-3400-005-002	100 block Citrus Street	±0.1706 Acres ±7,431 SF	\$4,500
B-1	37-2S-30-3400-021-002	3 Beth Circle	±0.2199 Acres ±9,579 SF	\$4,300
B-2	37-2S-30-3400-020-002	4 Beth Circle	±0.2934 Acres ±12,781 SF	\$4,600
B-3	37-2S-30-3400-019-002	5 Beth Circle	±0.2084 Acres ±9,078 SF	\$3,300
B-4	37-2S-30-3400-018-002	6 Beth Circle	±0.3311 Acres ±14,423 SF	\$5,200
B-5	37-2S-30-3400-017-002	7 Beth Circle	±0.2545 Acres ±11,086 SF	\$4,000
D-1	37-2S-30-3400-032-002	2 Danbury Circle	±0.2356 Acres ±10,263 SF	\$4,600
D-2	37-2S-30-3400-031-002	3 Danbury Circle	±0.2183 Acres ±9,509 SF	\$3,400
D-3	37-2S-30-3400-030-002	Danbury Circle	±0.2744 Acres ±11,953 SF	\$4,300
D-4	37-2S-30-3400-028-002	Danbury Circle	±0.2296 Acres ±10,000 SF	\$6,000

The summation of the estimated market values of the individual lots is:

SIXTY-ONE THOUSAND THREE HUNDRED DOLLARS

\$61,300

Escambia County
May 2, 2017
Page Three

At these values, it is assumed that the exposure time is between six and nine months. It is also assumed that marketing is through someone knowledgeable of the property and the real estate market for this type property.

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals as established for federally related transactions in the State of Florida. The appraisal conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

We appreciate the opportunity of doing this work for you. After your review, should you have questions, please call.

Respectfully submitted,

Presley-McKenney & Associates, Inc.

A handwritten signature in dark ink, reading "M Eugene Presley", is centered within a light blue rectangular box.

M. Eugene Presley, MAI, SRA
State-Certified General Real Estate Appraiser
#0000103

APPRAISAL REPORT

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an Appraisal Report. As such, it presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PREPARED FOR: Escambia County
Real Estate Acquisition Office

OWNER OF RECORD: Pepper Living Trust

SUBJECT: Thirteen Residential Lots, Wesleyan Terrace S/D
Pensacola, Florida

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the market value of the subject property as of a current date, this being the last date of inspection.

Market value is defined as: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

¹ Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001) 23.

INTENDED USER:	The sole intended user of this appraisal report is our client, Escambia County.
INTENDED USE OF THE REPORT:	As a consideration in planning.
INTEREST VALUED:	Fee simple.
FEE SIMPLE DEFINITION:	Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” ²
EXTRAORDINARY ASSUMPTIONS:	None.
HYPOTHETICAL CONDITIONS:	None.
EFFECTIVE DATE OF VALUE:	April 7, 2017
DATE OF REPORT:	May 2, 2017
SCOPE OF THE ASSIGNMENT:	

In preparing this appraisal, we:

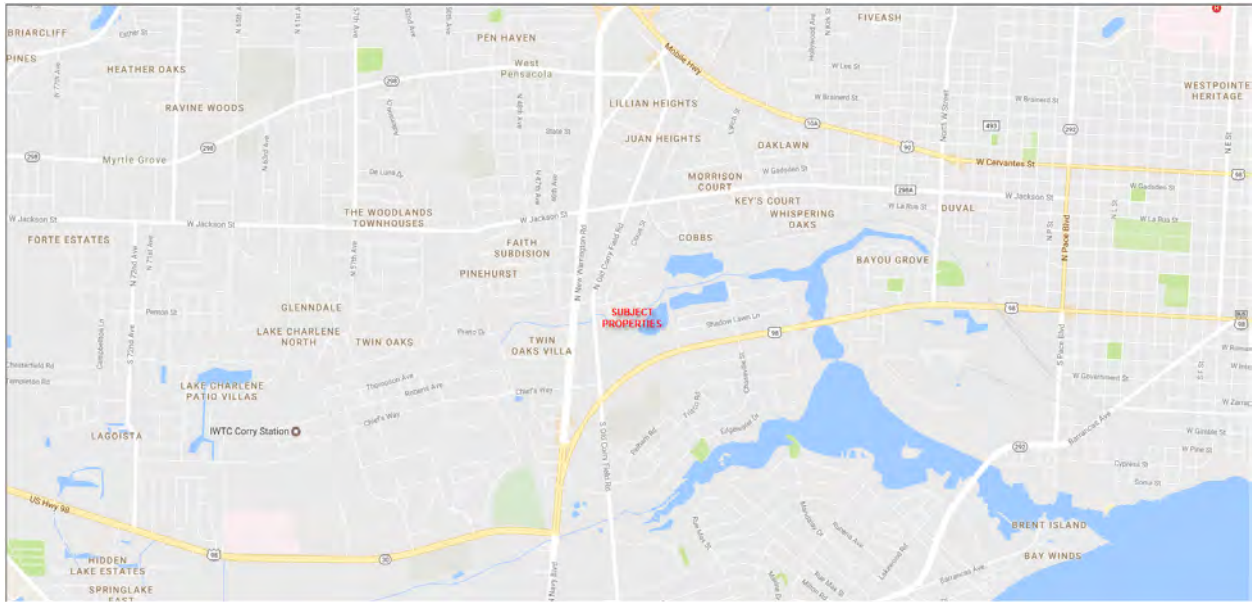
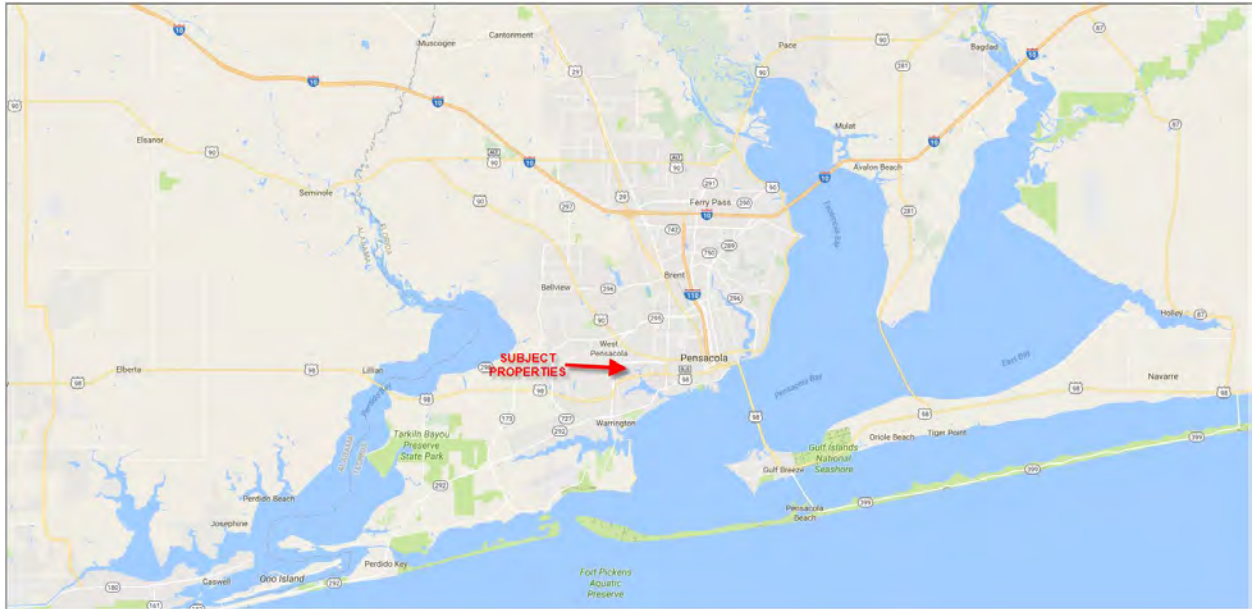
- gathered information on the subject through public record sources that included the Escambia County Property Appraiser’s office and the Escambia County Tax Collector’s office, as well as via the local Pensacola Association of Realtors Multiple Listing Service (PARMLS);
- visited the subject property;
- conducted a vehicular tour of the subject neighborhood;
- researched the competitive market area, determining the highest and best use of each subject lot;
- gathered information from local sources on sales of comparable land. These sources included the local Pensacola Association of Realtors Multiple Listing Service (PARMLS), public records, Metro Market Trends, local real estate professionals, and buyers and sellers;
- confirmed and analyzed the data and applied this to the direct sales comparison approach to value;
- reconciled the data to a final opinion of value for each lot, as well as a

² Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001) 68.

- summation of the combined ownership;
• reported in summary the real estate descriptions, market indications, and our conclusions in this narrative report.

This appraisal report is a brief recapitulation of our data, analyses, and conclusions. Supporting documentation is retained in our file.

SUBJECT LOCATION MAPS



DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description—Having lived and worked in the subject's metropolitan area since 1973, we have much statistical and demographic data on file. The subject properties are located within the Pensacola Metropolitan Statistical Area (MSA).

Specifically, the subject properties are located in south Escambia County just west of the municipal boundaries of the City of Pensacola. The neighborhood and competitive market area for the subject properties is roughly bound on the north by Lillian Highway/Mobile Highway, on the east by W Street, on the south by Navy Boulevard, and on the west by 65th Avenue. The subject neighborhood contains the social and economic infrastructure to function self-sufficiently, with governmental and tax-supported services largely supplied through Escambia County. In this community, especially along New Warrington Road, Navy Boulevard, and Mobile Highway, there are several businesses that serve the immediate residential population. Development in the Wesleyan Terrace Subdivision includes detached, single-family homes and mobile homes.

Property History—There have been no arm's length transactions involving any of the subject properties during the previous five years. All of the subject properties are held under the same ownership, the Pepper Living Trust, with John E. & Carol J. Pepper as trustees. According to a warranty deed, dated January 14, 2013, the subject properties were placed under control of the Pepper Living Trust to include successors. This deed was recorded on October 24, 2013, in O.R. Book 7092, page 1131, Escambia County, Florida.

Legal Description—According to the Wesleyan Terrace Subdivision plat and the Escambia County Property Appraiser's office, the subject lots are legally described as follows:

LT 8 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 385 P
743 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-008-002
100 block Citrus Street

LT 7 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 385 P
743 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-007-002
102 Citrus Street

LT 6 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 2095 P
886 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-006-002
100 block Citrus Street

LT 5 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7
OR 2095 P 886 OR 7092 P 1131 CA 177

Tax Parcel #37-2S-30-3400-005-002
100 block Citrus Street

LT 21 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7
OR 320 P 285 OR 7092 P 1131 CA 177

Tax Parcel #37-2S-30-3400-021-002
3 Beth Circle

LT 20 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 385 P
743 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-020-002
4 Beth Circle

LT 19 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 385 P
743 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-019-002
5 Beth Circle

LT 18 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 385 P
743 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-018-002
6 Beth Circle

LT 17 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 385 P
743 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-017-002
7 Beth Circle

LT 32 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 2161
P 578 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-032-002
2 Danbury Circle

LT 31 BLK B 1ST ADDN TO WESLEYAN TERRACE OR 2161
P 578 OR 7092 P 1131 PB 7 P 7 CA 177

Tax Parcel #37-2S-30-3400-031-002
3 Danbury Circle

LT 30 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7
OR 746 P 902 OR 7092 P 1131 CA 177

Tax Parcel #37-2S-30-3400-030-002
Danbury Circle

LT 28 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7
OR 360 P 63 OR 7092 P 1131 CA 177

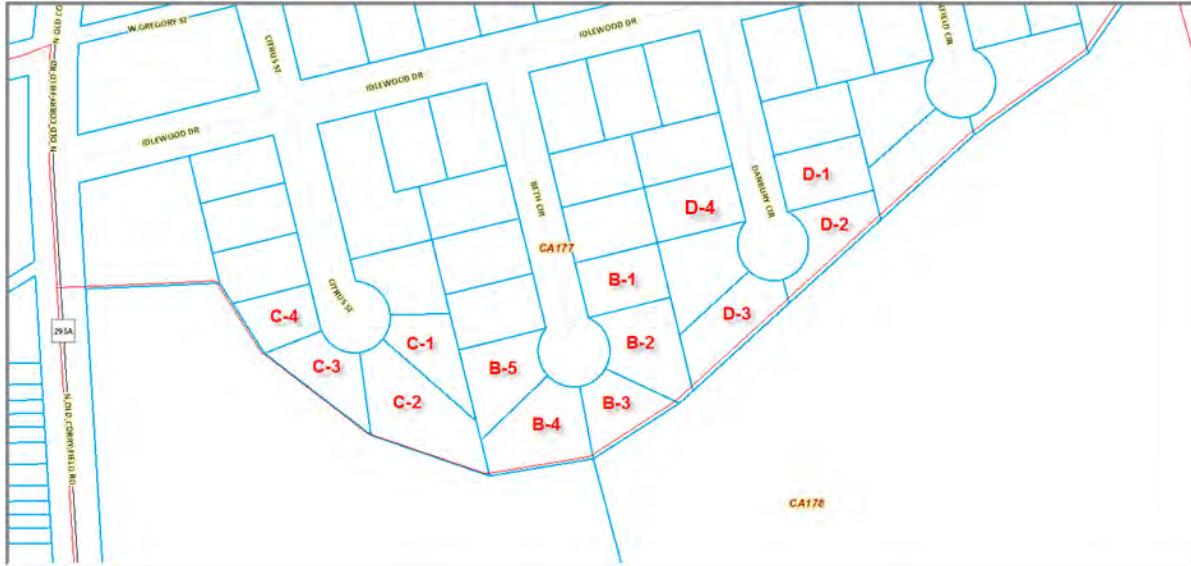
Tax Parcel #37-2S-30-3400-028-002
Danbury Circle

Future Land Use & Zoning—The subject properties have a Future Land Use (2030) designated as MU-U, Mixed-Use Urban, per Escambia County. The subject parcels are zoned HDMU, High Density Mixed Use, also per Escambia County.

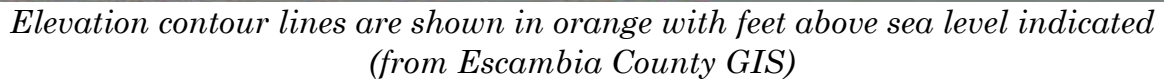
According to the Escambia County Land Development Code, the “primary intent of the district is to provide a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family, and multi-family dwellings.

Assessments & Real Estate Taxes—The subject properties include thirteen tax parcels. According to the Escambia County Property Appraiser’s office, these parcels are identified and assessed as shown in the following table. The 2016 real estate taxes are also included in this table. All lots are vacant with the entire assessment of each allocated to the land. The Report IDs correspond to the image and are utilized to help the reader identify the particular subject lots.

13 Wesleyan Terrace Lots, Jackson Creek Area, Pensacola



Report ID	Parcel ID	Address	Assessed Value (2016)	Real Estate Taxes (2016)
C-1	37-2S-30-3400-008-002	100 block Citrus Street	\$4,800	\$ 84.99
C-2	37-2S-30-3400-007-002	102 Citrus Street	\$3,200	\$ 61.66
C-3	37-2S-30-3400-006-002	100 block Citrus Street	\$3,200	\$ 61.66
C-4	37-2S-30-3400-005-002	100 block Citrus Street	\$3,200	\$ 61.66
B-1	37-2S-30-3400-021-002	3 Beth Circle	\$8,000	\$131.61
B-2	37-2S-30-3400-020-002	4 Beth Circle	\$3,200	\$ 61.66
B-3	37-2S-30-3400-019-002	5 Beth Circle	\$3,200	\$ 61.66
B-4	37-2S-30-3400-018-002	6 Beth Circle	\$3,200	\$ 61.66
B-5	37-2S-30-3400-017-002	7 Beth Circle	\$4,800	\$ 84.99
D-1	37-2S-30-3400-032-002	2 Danbury Circle	\$6,000	\$102.47
D-2	37-2S-30-3400-031-002	3 Danbury Circle	\$3,200	\$ 61.66
D-3	37-2S-30-3400-030-002	Danbury Circle	\$3,200	\$ 61.66
D-4	37-2S-30-3400-028-002	Danbury Circle	\$8,000	\$131.61



9

SUBJECT PHOTOGRAPHS



View of Subject Lots on Citrus Street



View of Drainage Easement through Subject Citrus Street Lots

SUBJECT PHOTOGRAPHS



View of Subject Lots on Citrus Street



View of Citrus Street, Looking North

SUBJECT PHOTOGRAPHS



View of Subject Lots on Beth Circle



View of Beth Circle, Looking North

SUBJECT PHOTOGRAPHS

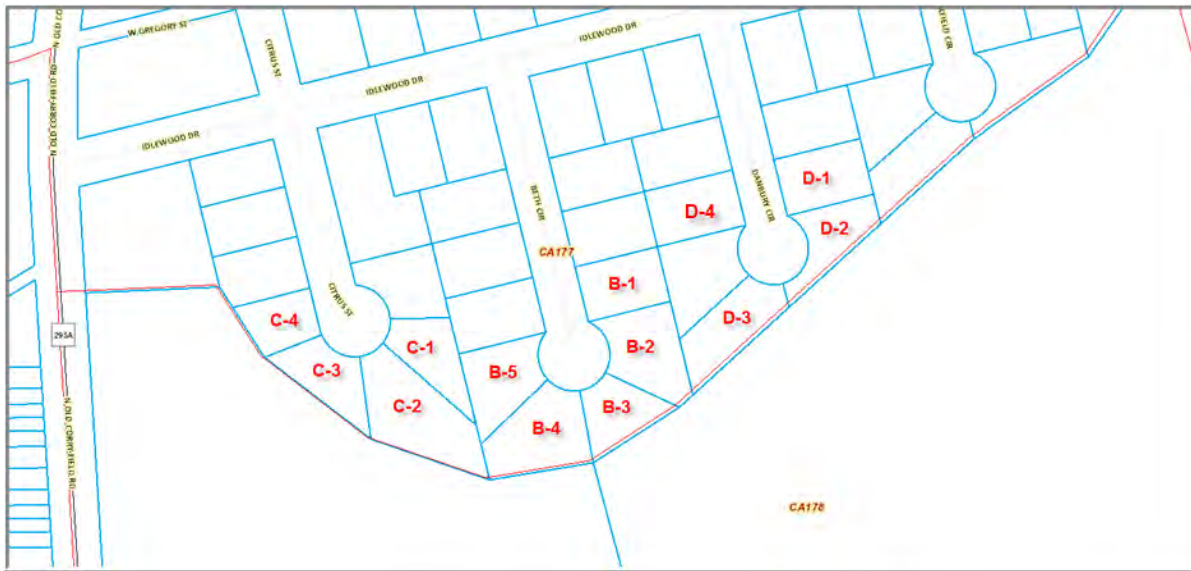


View of Subject Lots on Danbury Circle



View of Danbury Circle, Looking North

Lot Descriptions—Referencing the plats, maps, and photographs herein, the subject properties are shown as being 13 lots within the Wesleyan Terrace Subdivision. The image below shows the thirteen subject lots, each labeled with an alpha-numeric identifier that corresponds to the table on the next page. The size of each lot is taken from either the estimate provided by the Escambia County GIS as shown as approximate acreage on the Escambia County Property Appraiser’s website or from the plat map. These have been converted into square footage.



Report ID	Parcel ID	Address	Size (Acres) (Square feet)	Shape / Other
C-1	37-2S-30-3400-008-002	100 block Citrus Street	±0.2134 Acres ±9,296 SF	Wedge
C-2	37-2S-30-3400-007-002	102 Citrus Street	±0.4122 Acres ±17,955 SF	Wedge
C-3	37-2S-30-3400-006-002	100 block Citrus Street	±0.2200 Acres ±9,583 SF	Wedge
C-4	37-2S-30-3400-005-002	100 block Citrus Street	±0.1706 Acres ±7,431 SF	Rectangle
B-1	37-2S-30-3400-021-002	3 Beth Circle	±0.2199 Acres ±9,579 SF	Rectangle
B-2	37-2S-30-3400-020-002	4 Beth Circle	±0.2934 Acres ±12,781 SF	Wedge
B-3	37-2S-30-3400-019-002	5 Beth Circle	±0.2084 Acres ±9,078 SF	Wedge
B-4	37-2S-30-3400-018-002	6 Beth Circle	±0.3311 Acres ±14,423 SF	Wedge
B-5	37-2S-30-3400-017-002	7 Beth Circle	±0.2545 Acres ±11,086 SF	Wedge
D-1	37-2S-30-3400-032-002	2 Danbury Circle	±0.2356 Acres ±10,263 SF	Rectangle
D-2	37-2S-30-3400-031-002	3 Danbury Circle	±0.2183 Acres ±9,509 SF	Wedge
D-3	37-2S-30-3400-030-002	Danbury Circle	±0.2744 Acres ±11,953 SF	Wedge
D-4	37-2S-30-3400-028-002	Danbury Circle	±10,000 SF	Rectangular

The subject lots are located near the bottom of a hill, but appear to be on mostly level land at the bottom of the hill. We are unsure if there are wetlands, but as noted in the paragraph below, eight subject lots appear to be in an area of periodic flooding. A title abstract has *not* been furnished, but from a viewing of the Wesleyan Terrace Subdivision Plat, drainage easements exist between subject lots C-2 & C-3, B-3 & B-4, and D-2 & D-3. We are not aware of any encroachments or prior reservations applicable to these properties. Each of the streets are two-lane, asphalt-paved, roads ending in a cul-de-sac.

According to FEMA Flood Map #12033C0370G, dated September 29, 2006, eight of the subject lots appear to be located within Flood Zone AE, an area that is determined to be inside of the 100- and 500-year floodplains. All of these lots are located on Beth Circle and Danbury Circle. According to the same map, the four subject lots located on Citrus Street appear to be located in Flood Zone X, an area that is determined to be outside of the 100- and 500-year floodplains. An image from the referenced flood hazard map is shown on

page 9.

HIGHEST AND BEST USE: A brief definition of the term “highest and best use” would be:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, and financially feasible and that results in the highest value.”³

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization. Also implied is that the determination of highest and best use results from the appraiser’s judgment and analytical skill, i.e., that the use determined represents an opinion, not a fact.

The Highest and Best Use is determined using all previous data to test in four criteria, as stated in the definition: (1) legally permitted, (2) physically possible, (3) economically feasible, and (4) maximally productive.

Highest and Best Use, As Though Vacant—Given the zoning, size, and location of each subject lot, the highest and best use of each is for residential use.

Highest and Best Use, As Improved—N/A.

³Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001), 305.

VALUATION METHODOLOGY

There are three commonly accepted approaches to value: The Cost Approach, which is the estimation of the reproduction or replacement of an improved property, less depreciation from physical deterioration, as well as from functional and economic obsolescence; the Sales Comparison Approach, which is estimating the value of a property by comparison with recent sales of similar or competitive properties in the market; and the Income Approach, which is the estimation of value which the particular property's net earning power will support, based upon a capitalization of this net income. All three of these valuation approaches, when developed competently, express a market value for a particular property.

These approaches do not make value. They are merely tools in the hands of the appraiser, who must carefully apply each of the three approaches, and then make an analysis as to which are/is adapted to the purpose of the appraisal. The final estimate of each approach is then reconciled, the approach is carefully weighted, and the final value then determined.

In some cases, not all three approaches are considered relevant in the assessment of the market value of a particular property. The most relevant approaches when estimating market value are those that are most often utilized in the market. In the case of the subject property, which is vacant land, the most relevant approach to market value is the direct sales comparison approach.

The direct sales comparison approach involves direct comparisons to the subject of similar properties that have sold in the marketplace. This approach consists of searching the market for sales, qualifying the sales prices and terms, comparing the sales to the subject property for differences, adjusting the sales for those differences, and formulating an opinion of value from the adjusted value indications. The sales that are utilized are compared on a sale price per unit basis depending upon the "typical" unit used by market participants.

The market-derived adjustments follow a specific, logical order so as not to skew the results. The adjustments listed in order include: Property rights, financing, conditions of sale, buyer expenditures, date of sale or market conditions, location and various physical adjustments. While an adjustment for each factor may not be required, they are all considered, resulting in a comparable unit of measure.

The units of comparison may be physical, such as dollars per acre of area, or they may be economic, such as gross rent multipliers. The units of comparison yield a pattern, which is reconciled and converted to a value indication for the property via the direct sales comparison approach.

VALUATION:

For review, the subject properties include a total of thirteen, vacant residential lots within the Wesleyan Terrace Subdivision. These lots range in size from about 7,431 square feet to 14,423 square feet. Most are wedge-shaped. Most are located in an area of potential flooding.

We conducted research within the subject subdivision and immediate market area for recent sales of similar-sized lots. This research yielded a fairly tight range of per square foot selling prices. These were reconciled to a per square foot market value indication for a residential lot of similar qualities to the sold lots. The subject lots are then compared to this standard, with adjustments applied for differences between each subject lot and the standard market lot. From our research of the market, three land sales were selected for comparison. A summary of each follows.

Sale One involves a 10,890-square foot lot located at 4320 Idlewood Drive, just north of Danbury Circle and the subject properties. This property sold on May 25, 2016, for \$5,100 by the Estate of Patsy Ann Gearhart to Tori Balogh, as recorded in O.R. Book 7530, page 1848, Escambia County. With 90 feet of frontage along the north side of Idlewood Drive and a uniform depth of 125 feet, this lot has a rectangular shape. It is not in an area prone to flooding. This was a bankruptcy sale for Patsy Ann Gearhart. According to Ms. Patty Helton Davis, the realtor who handled the disposition of this real property for the court, she was under no time limit to sell the property. Her only limitation was that she could not spend any money to make the property more appealing. At the time that the property was being marketed, it still had an old mobile home and dilapidated fence. The mobile home had no doors and was not considered to contribute any value to the property. The chain-link fencing also needed to be removed and/or repaired. Ms. Davis listed the property on the local Pensacola Association of Realtors (PAR) Multiple Listing Service (MLS), originally asking \$15,900; this original listing price assumed that she would be able to remove the mobile home and do something about the fence. After being on the market, exposed through the local MLS, for 244 days, the property was sold. The selling price does not include the cost to remove the mobile home—which we estimate to be about \$2,000—or the cost to remove the fence—which we estimate to be about \$400. Adding these buyer's expenses of \$2,400 to the selling price of \$5,100, the effective price paid is about \$7,500. With the lot having 10,890 square feet, this equates to about \$0.69 per square foot.

Sale Two involves the July 26, 2016, purchase of two adjoining lots on the 1000 block of Pennsylvania Avenue for a total of \$7,000 by Lejwond Ptomy & Sherwander Flanory from Thang/Thien Nguyen, as recorded in O.R. Book 7564, pages 890 & 912, Escambia County. Together, these lots are

rectangular with a total size estimated at about 16,629 square feet. Based on the purchase price of \$7,000, this property sold for about \$0.42 per square foot. This property is not indicated to be located in an area of flooding.

Sale Three involves the December 5, 2016, purchase of a vacant, 110' x 233' lot at 401 North 65th Avenue, by George & Jane Whittaker from Vince & Erica Childers, for \$17,000, as recorded in O.R. Book 7636, page 550, Escambia County. This 25,630-square foot, rectangular lot sold for a per unit price of \$0.66 per square foot of land area.

When examining the immediate subject neighborhood, it is also worth noting that the lot at 8 Beth Circle was listed for sale in September 2011. This property is not one of the subject lots, but is located adjacent to one of the subject lots. This property was listed for sale, posting on the PARMLS as MLS #415751, asking \$6,000. With this rectangular lot being 80' x 125', its total area is 10,000 square feet. It is close to the area of AE flooding, noted on the FEMA flood hazard map, but does not appear to be subject to periodic flooding. This property was exposed on MLS for 665 days, or about 22 months without selling. It was asking \$0.60 per square foot of land area.

The three vacant lots sold for \$0.69/SF, \$0.42/SF, and \$0.66/SF with a mean of \$0.59/SF, a median of \$0.66/SF, and a standard deviation of \$0.15/SF. The lot at 8 Beth Circle did not sell after being offered on the market for 22 months in 2011-2013 at \$0.60 per square foot. But this was back in 2011-2013 when the residential real estate market was still stagnant following the recession and before the more recent rising market. All of these lots have a rectangular shape and are located outside of areas of periodic flooding.

From the above information, we estimate that a vacant, rectangular lot in the subject market area and not in an area prone to flooding, would be expected to sell for about \$0.60 per square foot. In the following comparison of the subject lots, we use this value of \$0.60/SF as a baseline against which to compare each subject property. This analysis is shown on the next page in tabular format followed by explanation of the adjustments.

Comparative Analysis:

ID	Base \$/SF	Shape	Flood Prone	Total Adj	Adj \$/SF	Size (SF)	Ind MV	Rounded
C-1	\$0.60	Wedge	No		\$0.51	±9,296	\$4,741	\$4,700
		-15%		-15%				
C-2	\$0.60	Wedge	No*		\$0.45	±17,955	\$8,080	\$8,100
		-15%	-10%	-25%				
C-3	\$0.60	Wedge	No*		\$0.45	±9,583	\$4,312	\$4,300
		-15%	-10%	-25%				
C-4	\$0.60	Rect	No		\$0.60	±7,431	\$4,459	\$4,500
				0%				
B-1	\$0.60	Rect	Yes		\$0.45	±9,579	\$4,311	\$4,300
			-25%	-25%				
B-2	\$0.60	Wedge	Yes		\$0.36	±12,781	\$4,601	\$4,600
		-15%	-25%	-40%				
B-3	\$0.60	Wedge	Yes		\$0.36	±9,078	\$3,268	\$3,300
		-15%	-25%	-40%				
B-4	\$0.60	Wedge	Yes		\$0.36	±14,423	\$5,192	\$5,200
		-15%	-25%	-40%				
B-5	\$0.60	Wedge	Yes		\$0.36	±11,086	\$3,991	\$4,000
		-15%	-25%	-40%				
D-1	\$0.60	Rect	Yes		\$0.45	±10,263	\$4,618	\$4,600
			-25%	-25%				
D-2	\$0.60	Wedge	Yes		\$0.36	±9,509	\$3,423	\$3,400
		-15%	-25%	-40%				
D-3	\$0.60	Wedge	Yes		\$0.36	±11,953	\$4,303	\$4,300
		-15%	-25%	-40%				
D-4	\$0.60	Rect	No		\$0.60	±10,000	\$6,000	\$6,000
				0%				

*Lots C-2 & C-3 have a 30-foot drainage easement running along their shared boundary; This easement includes an open drainage stream. Lots B-3/B-4 and D-2/D-3 have similar 20-foot easements, but consideration for this adjustment is included in the presence of these lots within the area of apparent flood hazard.

For each subject lot, we start with the base market indication of \$0.60 per square foot for a rectangular-shaped lot not located in an area prone to flooding. We then compare each subject lot to this market standard, adjusting as shown in the table above.

The first comparative characteristic compares the shape of each subject lot to the market standard, which in this case is a rectangular lot. Most of the subject lots are wedge-shaped. Because of challenges associated with total land use, a wedge-shaped lot is considered to be inferior to a

rectangular-shaped lot. Those subject lots with a wedge shape are given downward adjustments.

We also compare each subject lot against the market standard for location within an area of potential flooding. Eight of the subject lots appear to be located in an area of flooding. This makes each of these lots inferior to our base, which assumes that the land is not located in a flood zone. The downward adjustment for each of the subject lots that are located in the flood zone is based on two factors: 1) the anticipated additional cost ($\pm 15\%$) to construct a home on pilings, as opposed to one on a concrete slab, and 2) the loss of utility of the lot due to the fact that a standard-setup mobile home cannot be placed on the lot. As noted, some of the lots also have drainage easements that cross through. Lots C-2 and C-3 are not otherwise affected by potential flooding, so an adjustment is given for the presence of an open drainage stream. Lots B-3/B-4 and D-2/D-3 do not appear to have open streams, but are otherwise already affected by being within the area of potential flooding.

Following consideration of all adjustments for each subject property, the area of each lot is multiplied by the adjusted per unit market value factor to arrive at a rounded indication of market value for each. These opinions of market value for each subject lot—as well as a summation of the estimated market value of all twelve lots—are summarized in the table that is shown on the following page.

SUMMARY OF OPINIONS OF MARKET VALUE:

Report ID	Parcel ID	Address	Size (Acres) (Square feet)	Opinion of Market Value
C-1	37-2S-30-3400-008-002	100 block Citrus Street	±0.2134 Acres ±9,296 SF	\$4,700
C-2	37-2S-30-3400-007-002	102 Citrus Street	±0.4122 Acres ±17,955 SF	\$8,100
C-3	37-2S-30-3400-006-002	100 block Citrus Street	±0.2200 Acres ±9,583 SF	\$4,300
C-4	37-2S-30-3400-005-002	100 block Citrus Street	±0.1706 Acres ±7,431 SF	\$4,500
B-1	37-2S-30-3400-021-002	3 Beth Circle	±0.2199 Acres ±9,579 SF	\$4,300
B-2	37-2S-30-3400-020-002	4 Beth Circle	±0.2934 Acres ±12,781 SF	\$4,600
B-3	37-2S-30-3400-019-002	5 Beth Circle	±0.2084 Acres ±9,078 SF	\$3,300
B-4	37-2S-30-3400-018-002	6 Beth Circle	±0.3311 Acres ±14,423 SF	\$5,200
B-5	37-2S-30-3400-017-002	7 Beth Circle	±0.2545 Acres ±11,086 SF	\$4,000
D-1	37-2S-30-3400-032-002	2 Danbury Circle	±0.2356 Acres ±10,263 SF	\$4,600
D-2	37-2S-30-3400-031-002	3 Danbury Circle	±0.2183 Acres ±9,509 SF	\$3,400
D-3	37-2S-30-3400-030-002	Danbury Circle	±0.2744 Acres ±11,953 SF	\$4,300
D-4	37-2S-30-3400-028-002	Danbury Circle	±10,000 SF	\$6,000

The summation of the above-noted market values is \$61,300

**SUMMATION OF MARKET VALUES FOR ALL TWELVE
SUBJECT LOTS**

SIXTY-ONE THOUSAND THREE HUNDRED DOLLARS

\$61,300

ASSUMPTIONS AND LIMITING CONDITIONS:

1. This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. As such, it includes discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plan and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, or other media without prior written consent and approval of the appraiser.
18. The Appraisal Institute maintains a voluntary continuing education program for its members. As of the date of this report, the undersigned MAI, M. Eugene Presley, has completed the requirements of the continuing education program of the Appraisal Institute. We do not authorize the out-of-text quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

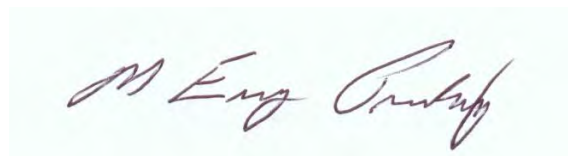
CERTIFICATION:

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. I have made a personal inspection of the property that is the subject of this report.
10. Stephen McKenney, Florida Registered Trainee Real Estate Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification with this assistance including market research, a visit to the subject properties, analyses, and reporting.
11. As of the date of this report, I, M. Eugene Presley, have completed the continuing education program of the Appraisal Institute.

CERTIFICATION, CONTINUED:

12. I, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.
13. I have not performed any prior services regarding the subject property, as an appraiser, or in any other capacity, within the three-year period immediately preceding acceptance of this appraisal assignment.

A handwritten signature in dark ink, reading "M Eugene Presley", is displayed on a light blue rectangular background.

M. Eugene Presley, MAI, SRA
State-Certified General Real Estate Appraiser
#0000103

CURRICULUM VITAE

M. Eugene Presley, MAI, SRA
Presley-McKenney & Associates, Inc.

Born in Mobile, Alabama - December 18, 1942

EDUCATION

B.S. Forest Management, Auburn University, Auburn, Alabama, 1964

Principles of Real Estate, University of South Carolina, Lancaster, South Carolina, 1966

American Institute of Real Estate Appraisers:

Course I–1970, University of Tampa

Course II–1971, University of Georgia

Course IV–1976, Tulane

Capitalization II and III – 1981, University of Colorado

Case Studies –1982, University of Indiana

Real Estate Seminars (Recent Years):

2010

Analyzing the Effects of Environmental Contamination on Real Property

Elements of Claims Adjusting

Xactimate Training (computer software for claims adjusting)

Florida Supervisory Roles and Rules for Registered Trainees

Florida Appraisal Law

Appraisal Curriculum Overview

USPAP Update

New Residential Market Condition

2012

Appraiser Ethics

USPAP Update Course

Florida Real Estate Appraisal Law and Rules

Foreclosure Basics for Appraisers

Challenging Assignments for residential Appraisers

Appraisal of 2-4 Family & Multi-Family Properties

Business Practices and Ethics

2013

Appraisal Now

2014

National USPAP Update Equivalent (2014-2015)
Florida Appraisal Laws and Regulations Update
Analyze This! Applications of Appraisal Analysis
The Green Guide to Appraising
UAD
Reviewers Checklist

2016

National USPAP Update (2016-2017)
Appraisers: How to Recognize and Avoid Mortgage Fraud
Florida Appraisal Laws and Regulations Update
Florida Appraisal Oddities
Appraising Complex Residential Properties

EMPLOYMENT

Presley – McKenney & Associates, Inc., September 2008–Present

Consultant & Real Estate Valuations, Inc., January 2004–September 2008

Owner of *M. Eugene Presley & Associates*, August 1985–January 2004

President of *Presley, Hufford & Green, Inc.*, June 1982–July 1985

Vice-President of *G. Pratt Martin, Jr. & Associates, Inc.*, May 1973–June 1982

Staff Appraiser, *Florida Department of Transportation*, Chipley, Florida, November 1971–April 1973

Supervisor of Lands and R/W, *Alabama Electric Cooperative*, Andalusia, Alabama, 1967–1971

General Land Appraisal, *Bowaters Carolina Corporation*, Lancaster, South Carolina, 1965–1966

COURT EXPERIENCE: Qualified as an Expert Witness in Appraising in the Circuit Courts of all counties of the Florida Panhandle, except Franklin and Gulf. Qualified as an Expert Witness in Appraising in the Federal Court in Fort Lauderdale, Pensacola, and Mobile (Alabama). Qualified as an Expert Witness in the Circuit Court of Covington County, Alabama, and the Alabama Probate Courts of Covington, Monroe, Escambia, and Washington.

VALUATIONS OF COMPLEX AND/OR SPECIAL PURPOSE TYPE PROPERTIES:

Eminent Domain (condemnation) of partial takings with severance damage
Storm Damaged
Easements – Rights-of-Way for roadways, transmission lines, pipe lines, aviation
Conservation Easements
Partial Interest
Wetlands
Islands

Special Purpose

Bowling Alley
Restaurant
Church
Golf Course
Air Strip

Complex Properties

Geodetic Dome Home
Log Home
Historical Homes
High Value Homes
Sawmill

PRINCIPAL CLIENTS

Synovus Financial Corp., PenAir Federal Credit Union, City of Pensacola, City of Fort Walton Beach, Counties of Escambia, Santa Rosa, Okaloosa and Walton, Florida Department of Natural Resources, Condemnation Attorneys, Other miscellaneous lenders, attorneys and property owners.

PROFESSIONAL LICENSES

Florida State-Certified General Real Estate Appraiser—#0000103
Florida Registered Real Estate Broker—BK120643

MEMBER—PROFESSIONAL ORGANIZATIONS

Appraisal Institute, MAI #6453 obtained May 1982

Florida Gulf Coast Chapter, Appraisal Institute

(Merged: *Northwest Florida Chapter Appraisal Institute*, President for 2007)

(Merged: *Gulf Coast Chapter Appraisal Institute*, President for 1986)

Realtor—*Pensacola Association of Realtors*. Director 1980–1985, past Chairman of Ethics Committee, 1983 President, and 1984 State District Vice-President

Gulf Breeze Rotary Club—1973 Charter Member

Stephen E. McKenney

Born in Columbia, South Carolina – March 2, 1967

Education

Bachelor of Science, Secondary Education, University of South Florida, Tampa, Florida, 1995.

Bachelor of Arts, English Literature, University of South Florida, Tampa, Florida, 1995.

Honors: University of South Florida College of Arts & Sciences Honor Society, 1994-1995.

Real Estate Seminars

Florida Real Estate Appraisal Board, Registered Assistant Appraisal—AB1, Pensacola, Florida, February 2002.

Appraisal Institute Course 110: *Appraisal Principles*, Pensacola, Florida, July 2002 [Challenged].

Appraisal Institute Course 120: *Appraisal Procedures*, Austin, Texas, February 2003.

Appraisal Institute Course 310: *Basic Income Capitalization*, Atlanta, Georgia, March 2004.

New Technologies for Real Estate Appraisers, August 2005.

Appraisal Institute Course 320: *General Applications*, Baltimore, Maryland, September 2005.

Uniform Standards of Professional Appraisal Practice, Pensacola, Florida, April 2006.

Florida State Law Update, Destin, Florida, April 2006.

Residential Appraiser Site Valuation & Cost Approach, McKissock, Jacksonville, Florida, November 2006.

Residential Report Writing, McKissock, Jacksonville, Florida, November 2006.

Residential Sales Comparison & Income Approaches, Appraisal Institute, Tampa, Florida, November 2007.

General Appraiser Sales Comparison Approach, Appraisal Institute, Maitland, Florida, March 2009.

General Appraiser Site Valuation & Cost Approach, Appraisal Institute, Orlando, Florida, June 2009.

General Appraiser Market Analysis & Highest and Best Use, Appraisal Institute, Orlando, Florida, August 2009.

General Appraiser Income Approach, Part I, Appraisal Institute, Tampa, Florida, December 2009.

General Appraiser Report Writing & Case Study, Appraisal Institute, Fort Lauderdale, Florida, March 2010.

Real Estate Seminars (continued)

General Appraiser Income Approach, Part II, Appraisal Institute, Maitland, Florida, June 2010.

Real Estate Finance, Statistics, and Valuation Modeling, Appraisal Institute, September 2010.

Supervisor Trainee Roles & Relationships, McKissock LP, November 2010.

Introduction to Complex Appraisals, McKissock LP, October 2012.

Environmental Contamination of Income Properties, McKissock LP, October 2012.

REO and Foreclosures, McKissock LP, November 2012.

Essential Elements of Disclosures and Disclaimers, McKissock LP, November 2014.

Appraisal of Assisted Living Facilities, McKissock LP, November 2014.

Appraisal of Self-Storage Facilities, McKissock LP, November 2014.

2016-2017 7-hour National USPAP Update Course, McKissock LP, November 2016.

Florida Appraisal Laws and Regulations, McKissock LP, November 2016.

Managing Appraiser Liability, McKissock LP, November 2016.

Appraisal of Fast Food Restaurants, McKissock LP, November 2016

Advanced Hotel Appraising—Full Service Hotels, McKissock LP, November 2016.

Professional License

Florida State-Registered Trainee Real Estate Appraiser, #RI8246

Appraisal Experience

Staff Appraiser, February 2002 – Present.

M. Eugene Presley & Associates/Consultant & Real Estate Valuations,
Inc./Presley-McKenney & Associates, Inc., Pensacola/Gulf Breeze,
Florida.

Types of Property Appraised

Land

Individual Parcels: Residential, Commercial, and Industrial;
Agricultural Acreage; Multi-family Acreage; Industrial Acreage;
Wetlands Acreage; Waterfront Lots & Acreage.

Commercial

Professional Offices (Single-tenant); Professional Offices (Multi-tenant); Office Parks; Mid-Rise Office Buildings; Medical Offices; Dental Offices; Veterinary Offices; Banks/Financial Branches; Barber Shop/Beauty Salon; Retail Stores; Restaurants; Bar/Tavern/Lounge; Shopping Centers; Hotels/Motels; Storage Warehouses; Distribution Warehouses; Light Industrial Warehouses; Self-Storage Warehouses;

Types of Property Appraised (continued)

Cold-Storage Warehouses; Recycling Center; Automobile Dealerships; RV Parks; Convenience Stores; Gasoline Stations; Automotive Service Garages; Marinas; Lumber Yards; Day Care Centers; Special Purpose Real Estate (Churches, Schools, Communications Towers, Fire Stations, Fairgrounds, Zoo, Flea Market).

Residential

Single-Family Detached Residences; Single-family Attached Residences; Single-family Condominium Residences; Multi-Family Duplexes & Quadruplexes; Apartment Complexes; Mid-rise Apartment Buildings; Subdivisions; Mobile Home Parks; Boarding House.

Other

Eminent Domain Valuations; Partial Interests in Land and Developed Properties; Rent Analyses; Insurable Values, Condominium-ownership; Insurable Values, Single-ownership; Riparian Valuations; Easement Valuations.

Principle Clients

Gulf Coast Community Bank, Gulf Winds Federal Credit Union, United Bank, TD Bank, Hancock Bank (Whitney National Bank/People's First Community Bank), Synovus Financial Corporation (Coastal Bank & Trust/Bank of Pensacola), Gulf Power Company, Escambia County School Board, City of Fort Walton Beach, City of Panama City Beach, City of Pensacola, Counties of Escambia, Santa Rosa, Okaloosa, and Walton, Condemnation Attorneys, Other miscellaneous lenders, attorneys, accountants, and property owners.

Qualified to Testify in the Following Courts:

Circuit Court of Okaloosa County, Florida
Circuit Court of Santa Rosa County, Florida

Member—Professional Organizations

Member—*Gulf Breeze Rotary Club*

Jackson Creek Restoration



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 5/23/17 DISTRICT 2



Pepper Properties

A - North Branch Stabilization and Sediment Source Reduction

Project Description: The north branch of Jackson Creek is an ephemeral stream. The north branch watershed extends from Lillian Highway south under Jackson Street to intersection of Prieto Drive and Redwood Circle. Drainage is subject to over 50 feet of vertical fall from the top of watershed to Jackson Creek. North branch is substantial source of sediment into Jackson Creek and eventually Bayou Chico. Substantial grade control and bank stabilization structures are likely required to provide adequate stabilization to protect the area from erosion during storm flows. Project may include one or more sediment traps to improve removal efficiencies.

Pros: prevents substantial amount of sediment from entraining Jackson Creek/Bayou Chico; project may be able to be separated into manageable phases

Cons: cost; requires easements over, or acquisition of, dozens of individually owned parcels; inability to obtain access to key parcels may significantly limit effectiveness of the overall project;

Estimated Cost: >\$1M

NFWF Grant Applicability: Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project not recommended under this funding opportunity.



B - Corry Station Offline Wet Stormwater Retention System

Project Description: Headwaters of Jackson Creek currently flows across Corry Station through existing concrete ditch system. Project would construct a wet stormwater retention pond designed to capture and treat the first flush from the Twin Oaks neighborhood and Corry Station. Storm flows exceeding pond design capacity would bypass the system to Jackson Creek through existing concrete ditch. Project site is four acres. Drainage basin is approximately 260 acres. Project was initially discussed with Navy in 2012 as collaborative effort with Escambia County to implement the Bayou Chico BMAP; Navy continued to express interest in the project following April 2014 flood event.

Pros: design would provide treatment for first flush of stormwater runoff; provides water quality benefits necessary to address Bayou Chico fecal coliform BMAP and nutrient TMDL; provides limited flood attenuation

Cons: potential conflicts with future development plans for Corry Station; only provides treatment for a portion of typical storm events; does not restore historic Jackson Creek; numerous onsite construction constraints; requires future routine maintenance;

Estimate Cost: \$500-\$750K

NFWF Grant Applicability: Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project not recommended under this funding opportunity.



C - Prieto Drive Floodplain Expansion

Project Description: Stream segment immediately west of Prieto Drive has become largely disconnected from the historic floodplain. Project would construct floodplain benches along both sides of the creek by excavating existing material. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately one acre /250 linear feet.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization

Cons: numerous mature live oaks within excavation footprint; significant utility conflicts along stream;

Estimated Cost: \$300K-\$500K

NFWF Grant Applicability: Project reestablishes a limited amount of floodplain area. Loss of existing mature live oak canopy offsets project benefits. Project not recommended.



D - Gregory Street Floodplain Expansion (Recommended)

Project Description: This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain by mounded side cast material from dredging. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Project would relocate centerline of the creek north onto vacant property. Areas adjacent to the new creek channel would be excavated to create new floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately two acres /400 linear feet.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; restores creek to historic location; restores up to two acres of floodplain wetlands; improves water quality;

Cons: requires property acquisition; ability to create stable stream meander restricted by overall project length

Estimated Cost: \$500-\$750K (plus acquisition costs)

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives. Overall scope of project is significantly limited by the relatively small length/width ratio of the property. Project would greatly benefit by expanding restoration activities to areas further east. Project is recommended for this funding source.



E – Gregory Street Stormwater Retrofit

Project Description: An ephemeral stream extends south from West Jackson Street under Gregory Street to Jackson Creek. Final section south of Gregory Street is contained within a series of concrete ditches. Project would create new stormwater treatment south of Gregory Street on vacant property. Stormwater vaults could be added to the project to increase efficiency. Drainage basin is approximately 125 acres. Site is approximately 0.5 acres.

Pros: provides new stormwater treatment; provides limited flood attenuation;

Cons: project site is too small to provide adequate treatment for typical storm events; numerous constraints further limit extent of construction; requires property acquisition;

Estimated Cost: \$300-\$500K (plus acquisition costs)

NFWF Grant Applicability: Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project would greatly benefit by expanding retrofit activities to areas further south. Project not recommended under this funding opportunity.



F – Mini Storage Wetland Restoration and Floodplain Expansion (Recommended)

Project Description: Existing commercial development is located within the historic floodplain of Jackson Creek. Existing creek is confined to an incised ditch. Project would demolish the existing mini storage facility and excavate associated fill material. Project would remove three acres of impervious surfaces from the watershed. Project would restore approximately 800 linear feet of Jackson Creek, and up to three acres of adjacent floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; restores creek to historic location; removes three acres of untreated impervious surfaces from watershed; restores three acres of floodplain wetlands; stabilizes south stream bank without hardening; improves water quality; benefits other potential projects located to the north and west.

Cons: requires property acquisition; requires significant demolition; numerous onsite construction constraints;

Estimated Cost: \$1M (plus acquisition costs)

NFWF Grant Applicability: Project reestablishes historic floodplain system along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is a great fit for the grant goals and objectives. Project is highly recommended for this funding source.



G – New Warrington Road Floodplain Expansion North

Project Description: Project site is located along the north bank of Jackson Creek between New Warrington Road and Old Corry Field Road. Project would expand floodplain area along the inside bend of the creek. Project would remove existing camp site and associated debris. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Site is approximately 0.3 acres.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; lower risk of erosion along inside bend of stream; property currently for sale

Cons: floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; amount of excavation on site is limited; construction constraints associated with major road and utility crossings; western half of property is the site of previous concrete block stabilization project; relative small size of available restoration area



Estimated Cost: \$300-\$500K (plus acquisition costs)

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will remove significant debris and enhance wildlife utilization. Project is in-line with grant goals and objectives. Constraints limit project feasibility. Project is not recommended for this funding source.

H – New Warrington Road Floodplain Expansion South

Project Description: Project site is located along the south bank of Jackson Creek between New Warrington Road and Old Corry Field Road. Project would expand floodplain area along the outside bend of the creek. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Site is approximately 0.4 acres.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality;

Cons: numerous mature live oaks within excavation footprint; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; amount of excavation on site limited; construction constraints associated with major road and utility crossings; excavation could potentially put existing private property at risk; relative small size of available restoration area



Estimated Cost: \$300-\$500K (plus acquisition costs)

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Loss of existing mature live oak canopy offsets project benefits. Constraints limit project feasibility. Project is not recommended.

I – Old Corry Road Wetland Restoration and Floodplain Expansion

Project Description: Project site is located along the north bank of Jackson Creek immediately downstream of Old Corry Field Road. Areas adjacent to the creek would be excavated to create new floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation. Project would expand floodplain area along the north bank of the creek. Site is approximately 0.4 acres / 100 linear feet.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; no existing tree canopy; existing county parcel

Cons: location of previous concrete block stabilization project; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; close proximity of Old Corry Field Road crossing; length/width ratio of property severely limits project feasibility

Estimated Cost: \$300K



NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Construction constraints limit project feasibility. Site would be better suited as construction staging area for alternative project. Project is not recommended.

J – Wesleyan Terrace 1st Addition (Recommended)

Project Description: Project site is located along the north bank of Jackson Creek within the Wesleyan Terrace neighborhood. Project would acquire multiple vacant lots along the creek. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Parcels would be excavated to expand existing floodplain. Floodplain areas would be replanted with appropriate native vegetation. Site is approximately three acres / 800 linear feet.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; protects wetlands from future development; prevents future septic tank systems along Jackson Creek

Cons: project enhances existing floodplain areas rather than restoring historic areas; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; likely requires property acquisition from multiple property owners; limited new floodplain potential from wettest lots; much of the site is existing wetlands



Estimated Cost: \$750K - \$1M

NFWF Grant Applicability: Project enhances historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Floodplain expansion project would require acquisition of the least flood prone lots since lots more susceptible to flooding already provide floodplain functions. Project is only recommended on a portion of the overall project site.

K – Jackson Creek Breach Repair

Project Description: Project site is located along the south bank of Jackson Creek adjacent to the southwestern most of the Jackson Lakes. A breach has formed between the creek and adjacent lake. Project would repair the breach and reestablish flows within the creek.

Pros: reestablishes normal base flow within the creek; protects downstream box culvert from future damage during flood events; existing county parcel

Cons: project does not expand existing floodplain along Jackson Creek; project may actually increase flood risk; limited access;

Estimated Cost: \$50K

NFWF Grant Applicability: Project reestablishes typical flows within this portion of Jackson Creek, but does not expand floodplain wetlands. Project is not recommended for this funding source.



L – Jackson Lakes Site Stream Restoration (Recommended)

Project Description: This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain. Project would construct floodplain benches along both sides of the creek by excavating existing material. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately four acres /1,800 linear feet.

Pros: expanded floodplain provides limited flood attenuation; enhances wildlife utilization; restores historic floodplain; restores up to two acres of floodplain wetlands; improves water quality; existing county property

Cons: floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; may require a new steel bridge to be installed; may limit future use of the site;

Estimated Cost: \$1M

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives. Project is recommended for this funding source.



M – Jackson Creek Priority One Restoration

Project Description: This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain. Project would redirect stream through the existing southeastern most lake. Lake would be filled to create floodplain area. Previous stream channel would be abandoned. This type of stream restoration is often referred as a “priority one” restoration. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Floodplain areas would be planted with appropriate native vegetation. Site is approximately ten acres / 1,400 linear feet.

Pros: expanded floodplain provides limited flood attenuation; enhances wildlife utilization; restores historic floodplain; restores up to ten acres of floodplain wetlands; improves water quality; existing county property

Cons: cost; substantial amount of fill required; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation for upstream locations; will limit future use of the site;

Estimated Cost: >>\$1M



NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives, but the scope of the project is far beyond the available grant budget and timeline. Project is not recommended for this funding source.

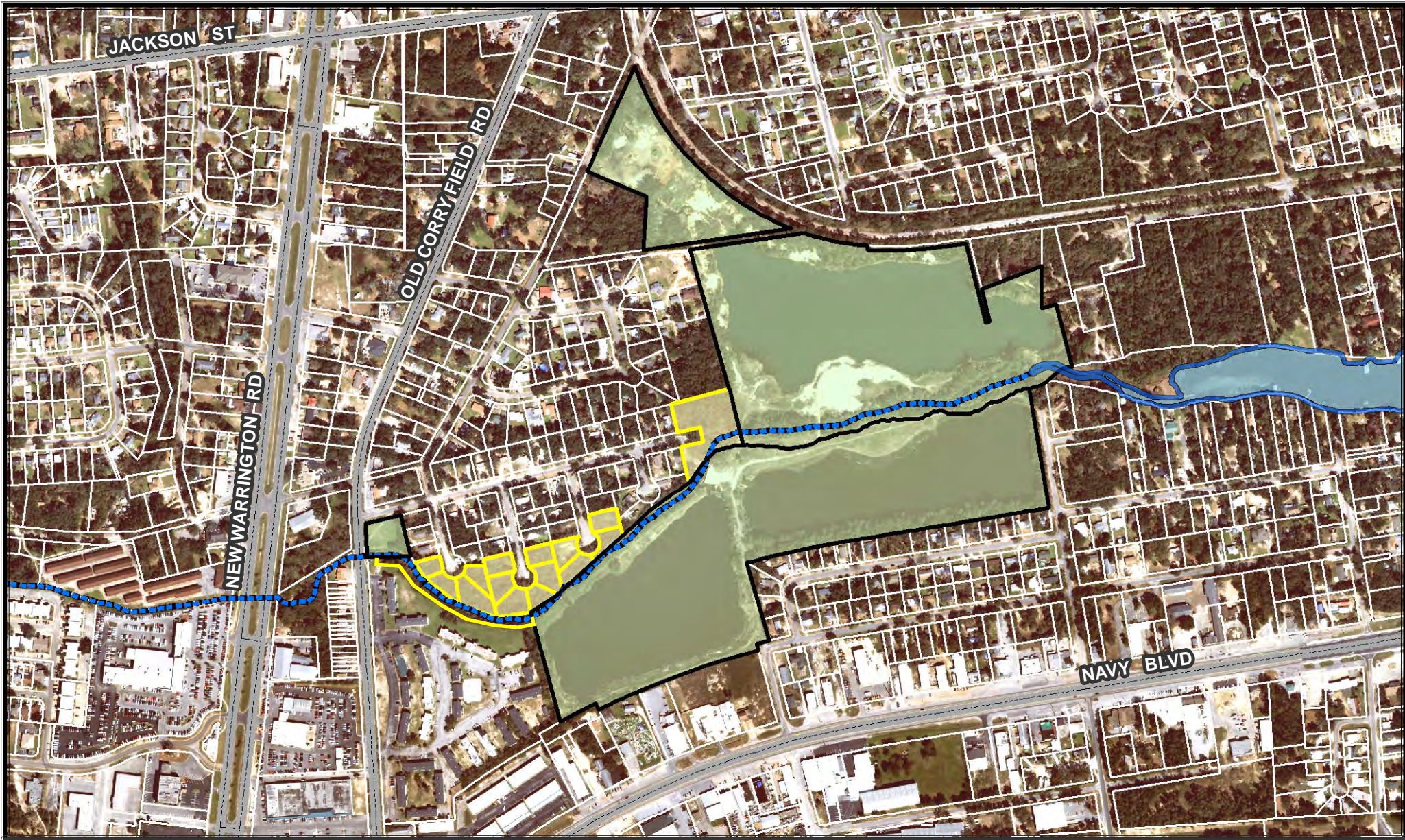
PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning the National Fish and Wildlife Foundation (NFWF) Project Funding Agreement for Bayou Chico Restoration Projects (Funding: this Grant will increase the Budget in Fund 118, Gulf Coast Restoration Fund, in the amount of \$11,032,250; a matching contribution from Escambia County of \$2,183,000.00 has been identified under a Florida Department of Environmental Protection 319 Grant [\$750,000.00], which will be set up in Fund 110, Other Grants and Projects, and in Fund 352, Local Option Sales Tax III, Cost Center 210107, Transportation & Drainage, Project 08EN0272, Beach Haven [\$1,433,000.00]):
 - A. Accepting and approving the National Fish and Wildlife Foundation Project Funding Agreement (NFWF Project ID #45910), in the amount of \$11,032,250, for Bayou Chico Restoration Projects;
 - B. Authorizing the Chairman to sign the Project Funding Agreement and any subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board; and
 - C. Authorizing staff to begin the process of obtaining necessary easements, parcels, and permits to complete the Bayou Chico Restoration projects.



NFWF GULF ENVIRONMENTAL BENEFIT FUND

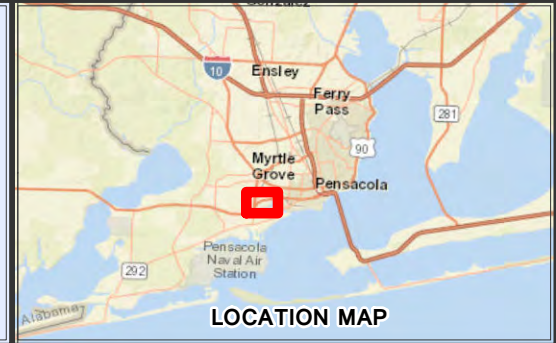
BAYOU CHICO RESTORATION (ID #45910)
JACKSON CREEK FLOODPLAIN RESTORATION PROJECT
ALTERNATE SITE LOCATION MAP

0 1,000 2,000 Feet



Legend

- Vacant Residential Lots of Record
- Escambia County Parcels
- Jackson Creek
- Bayou Chico





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12324

County Administrator's Report 10. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/08/2017

Issue: DEP Agreement No. RES02 for the Design and Permitting of the Bayou Chico Contaminated Sediment Removal Project

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Environmental Protection Agreement for the Design and Permitting of the Bayou Chico Contaminated Sediment Removal Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Florida Department of Environmental Protection (DEP) Agreement No. RES02 relating to a Gulf Coast Ecosystem Restoration Council Grant Award for the Bayou Chico Contaminated Sediment Removal Project:

- A. Approve the DEP Agreement No. RES02, in the amount of \$335,510, for design and permitting of the Bayou Chico Contaminated Sediment Removal Project; and
- B. Authorize the Chairman to sign the Agreement and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

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

Paragraph 33, (page 18 of 19), last sentence, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA]

Note: There is no County match required under the Agreement.

BACKGROUND:

Bayou Chico has experienced severe environmental degradation due to historic impacts including domestic and industrial wastewater discharges, shipyard-related pollution, and long-term untreated stormwater runoff. This project will provide funding for design and permitting for the removal of legacy contaminated sediment that remains in the Bayou. Activities included in this project will be bathymetric surveying, sample collection and analysis, engineering design, and permitting.

BUDGETARY IMPACT:

Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and provided legal sign-off on the DEP Agreement No. RES02.

PERSONNEL:

No additional impact on personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with FDEP and other entities to implement the terms of the Agreement.

Attachments

DEP RES02-BayouChicoSedimentProject

DEP AGREEMENT NO. RES02

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
DEEPWATER HORIZON PROGRAM
GRANT AGREEMENT
PURSUANT TO
GULF COAST ECOSYSTEM RESTORATION COUNCIL GRANT AWARD(S)**

In July 2012, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act, Public Law 112-141, codified at 33 United States Code 1321 (U.S.C.) (hereinafter referred to as the “RESTORE Act”) established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and made funds available for the restoration and protection of the Gulf Coast Region through a new trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the “Trust Fund”). The Trust Fund contains eighty percent (80%) of the administrative and civil penalties paid by the responsible parties after July 6, 2012, under the Federal Water Pollution Control Act in connection with the *Deepwater Horizon* oil spill. The RESTORE Act outlines a structure by which funds can be utilized to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast region. The RESTORE Council administers a portion of the Trust Fund known as the Council-Selected Restoration Component.

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the “Department”) and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as “Grantee”), a local government, to provide federal financial assistance for the Bayou Chico Contamination Sediment Removal – Planning, Design, and Permitting (Planning) project (hereinafter referred to as the “Project”). Collectively, the Department and the Grantee shall be referred to as “Parties” or individually as a “Party”.

WHEREAS, pursuant to the RESTORE Act and as a RESTORE Council member, the State of Florida, through the Department, is the recipient of federal financial assistance from the RESTORE Council through federal Financial Assistance Award No. Federal Award ID Number GNTCP17FL0018 for the purposes of restoring and protecting the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands and economy of the Gulf Coast region using the best available science; and

WHEREAS, pursuant to clauses (i) and (ii) of 33 United States Code (U.S.C.) 1321(t)(1)(B), as listed on the RESTORE Council’s approved Funded Priorities List, the Grantee is a subrecipient of RESTORE Act funds in order to implement one or more of the seven (7) objectives listed in the RESTORE Council’s Comprehensive Plan: 1) Restore, Enhance and Protect Habitats, 2) Restore, Improve, and Protect Water Resources, 3) Protect and Restore Living Coastal and Marine Resources, 4) Restore and Enhance Natural Processes and Shorelines, 5) Promote Community Resilience, 6) Promote Natural Resource Stewardship and Environmental Education, and 7) Improve Science-Based Decision-Making Processes; and

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are

attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both Parties and shall remain in effect until November 30, 2019, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the RESTORE Council and/or the Florida Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$335,510 for completion of the work described in **Attachment A**. The Parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form** in accordance with the schedule in **Attachment A**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than thirty (30) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent thirty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in, 2 CFR Part 200, Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
- b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures; allowable costs and uniform administrative requirements for Federal Programs can be found under 2 CFR 200 and 2 CFR 5900, at <http://www.ecfr.gov/>.

- F. For the purchase of goods or services costing more than \$2,500 and less than \$35,000 the Grantee shall obtain at least two (2) written quotes. For any purchase over \$35,000 and less than the current federal simplified acquisition threshold, as set forth in the Federal Acquisition Regulations, 48 CFR §2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR §200.320 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR§200.320(c)-(f).
- G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital or (2) education institute.	48 CFR Part 31, Contract Cost Principles and Procedures
Hospital	2 CFR Part 200 and 45 CFR Part 75

- H.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- I. The table below identifies the funding supporting this Agreement. RESTORE grants providing the funds are listed by the Federal Award Identification Number (FAIN), followed by the Florida Accountability Contract Tracking System (FACTS) identification numbers in parentheses, and the Catalog of Federal Domestic Assistance (CFDA) number and program title.

FAIN (FACTS)	CFDA	Program Title	Funding Amount
GNTCP17FL0018 RST03	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	\$335,510
Total Funding:			\$335,510

- J. Because of the federal funds awarded under this Agreement, the Grantee must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of federal funding and grants from the RESTORE Council. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment D, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. If applicable, a draft comprehensive final report must be submitted electronically in Microsoft Word format, in accordance with the schedule outlined in **Attachment A**. One (1) electronic copy in Adobe.pdf format or Microsoft Word format, of a comprehensive final report must be submitted in accordance with the schedule and submission requirements outlined in **Attachment A**. The Grantee's final report shall include an accounting of all Project expenses. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:
- “This [report/video/etc.] was prepared by [Grantee] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.
- C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the Project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

- D. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.
- E. Pursuant to 2 CFR §200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, 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 or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial

disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

B. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.

i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the RESTORE Council or the Department.

ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- iii. Wholly or partly suspend or terminate this Agreement.
- iv. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and RESTORE Council regulations (or in the case of the Department, recommend such a proceeding be initiated by the RESTORE Council).
- v. Withhold further awards for the Project or program.
- vi. Take other remedies that may be legally available.
- vii. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:
 - a. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable; and
 - b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance

In addition to the remedies available in the paragraphs above, the Grantee is subject to the RESTORE Act-specific remedies for noncompliance outlined in **Attachment I, RESTORE Council Financial Assistance Standard Terms and Conditions**, attached hereto and made a part hereof.

- D. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. During the term of this Agreement and for five (5) years following Agreement completion, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), the Florida Department of Environmental Protection, the State, or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), the Florida Department of Environmental Protection, the State, or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Grantee and their subcontractors corresponding to the duration of their records retention obligation for this award.

- C. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- D. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
- E. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- F. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

11. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in paragraph 17, to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Grantee agrees to comply with the procurement requirements contained in 2 CFR §200.317 through 2 CFR §200.326 for its selection of subcontractors, with the exception of procurement threshold amounts, which are provided in paragraph 3.F., of this Agreement.
- C. The Grantee and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or other Federal department, agency, or instrumentality without the Department's prior written approval.
- D. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- E. In accordance with 2 CFR §200.321, the Grantee and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. The RESTORE Council encourages non-federal entities to utilize small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Grantee and its subcontractors may use the services and assistance, as appropriate, of such organizations as the Small Business Administration (<https://www.sba.gov>) and the Minority Business Development Agency (MBDA) within the Department of Commerce (<http://www.mbda.gov>).

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

The Grantee agrees to comply with, and include in subcontracts and subgrants, the following provisions:

- A. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

- B. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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.
- C. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- D. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
- E. If this Agreement is for more than \$100,000, and 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 Grantee shall complete and submit **Attachment F, Standard Form-LLL, "Disclosure of Lobbying Activities"** (attached hereto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for less than \$100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.
- F. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the State of Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- B. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project compliance with all pertinent federal environmental laws. Commencement of Project activities may be subject to an environmental review or a determination of categorical exclusion under NEPA. The RESTORE Council maintains an Environmental Compliance Library (<https://www.restorethegulf.gov/funded-priorities-list>), which includes the RESTORE Council's NEPA Procedures and other environmental compliance documents as warranted to demonstrate the appropriate level of NEPA review for those projects, programs or activities approved on the Funded Priorities List. When applicable, the Grantee will coordinate with the Department to ensure the Project's compliance with NEPA, and appropriate documentation of such compliance will be maintained by both Parties.

16. NOTICE:

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below.

Lisa M. Robertson, or Successor	
Florida Department of Environmental Protection	
Deepwater Horizon Program	
3900 Commonwealth Boulevard, MS #240	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2177
Fax No.:	(844) 273-0184
E-mail Address:	Lisa.robertson@dep.state.fl.us

The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) at the time of execution for this Agreement is identified below.

Taylor "Chips" Kirschenfeld, or Successor	
Department of Natural Resources Management	
Escambia County Board of County Commissioners	
221 Palafox Place	
Pensacola, Florida 32502	
Telephone No.:	(850) 595-4988
Fax No.:	(850) 595-4431
E-mail Address:	jtkirsche@myescambia.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the

Agreement. The Grantee shall notify the Department's Grant Manager within ten (10) calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

Pursuant to 2 CFR §200.112, the Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement. **Attachment G, Property Reporting Form**, is not applicable and shall be intentionally excluded.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment H, Quality Assurance Requirements for Contracts and Grants**. Any terms and conditions of the Agreement and **Attachment A** that vary from those contained in **Attachment H**, shall have precedence. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
- C. Grantee agrees to comply with the Americans with Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Grantee must identify any products that may be used or adapted for use by visually-impaired, hearing-impaired or other physically-impaired individuals.

24. DEBARMENT/SUSPENSION:

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 CFR Part 180), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

25. COPYRIGHT, PATENT AND TRADEMARK:

The RESTORE Council and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
- B. Any right or copyright to which a grantee, subgrantee, or a contractor purchases ownership with grant support.
- C. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

26. CONTRACT PROVISIONS AND REGULATIONS:

By accepting the RESTORE grant funds listed in paragraph 3.I of this Agreement, the Grantee agrees to comply with, and include in subcontracts and subcontracts issued as a result of this Agreement, the provisions contained in **Attachment I, RESTORE Council Financial Assistance Standard Terms and Conditions**. Copies of these federal awards are available through FACTS (<https://facts.fldfs.com>), using the Grant Award ID (if known) search box, and searching by the FACTS identification number(s) provided in paragraph 3.I of this Agreement. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

27. SPECIAL AWARD CONDITIONS:

In addition to the contract provisions and regulations provided in paragraph 26, above, the Grantee is subject to certain Special Award Conditions attached to the RESTORE Council Financial Assistance Award.

- A. **Non-Duplicative Use of RESTORE Act Funds** - The recipient will not seek any compensation for the approved project from any other funding source, including, without limitation, the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.
- B. **Environmental Compliance Section 404 Permitting** - Prior to undertaking any engineering and design activities to which Clean Water Act Section 404 and/or other laws might apply (e.g., sediment sampling), the recipient must obtain any required authorizations/permits and provide documentation of compliance to the Council.
- C. **Environmental Compliance Planning Coordination** - During the permitting phase of this planning Project, the Grantee shall coordinate and consult with the relevant state and federal regulatory agencies to ensure effective and concurrent compliance with all potentially applicable environmental laws, including the National Environmental Policy Act, Clean Water Act, Endangered Species Act, Magnuson-Stevens Act, Coastal Zone Management Act, and other laws and requirements. Documentation of early coordination and consultations must be provided to the Department.
- D. **Updates to the Observational Data Plan (Attachment K)** - The Grantee will update the Project's Observational Data Plan and any accompanying metrics to include/update any items currently listed as "Not available (N/A)" or "To be determined (TBD)." The Grantee must deliver updated plans and accompanying metric targets to the Department at least annually until all "N/A" or "TBD" values are provided.
- E. **Updates to the Data Management Plan (Attachment L)** - The Grantee will update the Project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)" in the current version of the Data Management Plan. The recipient will also update the DMP to more clearly indicate how data will be delivered to the Department. The Grantee must deliver updated plans to the Department at least annually until all "N/A" or "TBD" values are provided.

F. Observational Data Management and Delivery.

- i. Data Sharing: All data compiled, collected, or created under this Federal award must be provided to the Department on a yearly basis. Any observational data related to Gulf Coast restoration must be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, excepts where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and under the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support service-oriented architecture to maximize sharing and reuse of structured data. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- ii. Timeliness: Data must be provided to the Department on a yearly basis, and the public must be given access to data no later than two (2) years after the data are first collected and verified, or two (2) years after the original end date of the period of performance set out in the Federal award agreement (not including any extensions or follow-on funding), whichever first occurs.
- iii. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [Grantee name] under Award No. [FAIN] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."
- iv. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Department when making future award decisions.
- v. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

28. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

29. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

30. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.
- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE**

DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by
telephone at (850) 245-2118, by email at
public.services@dep.state.fl.us or at the mailing address below.

**Department of Environment Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399**

31. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

32. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

33. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

34. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Signature of Person Authorized to Sign
D. B. Underhill, Chairman

Print Name and Title

By: _____
Secretary or designee

Print Name and Title

Date: _____

Date: 5/5/2017

PAM CHILDERS
ATTEST: Clerk of the Circuit Court

Deputy Clerk

Lisa M. Robertson

Lisa M. Robertson, DEP Grant Manager

Approved as to form and legal sufficiency

By/Title: *[Signature]*
Date: 5/10/17

FEID No.: 56-6000598

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>H</u>	<u>Quality Assurance Requirements for Contracts and Grants (6 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>RESTORE Council Financial Assistance Standard Terms and Conditions (55 Pages)</u>
<u>Attachment</u>	<u>J</u>	<u>Regulations (1 Page)</u>
<u>Attachment</u>	<u>K</u>	<u>Observational Data Plan (8 Pages)</u>
<u>Attachment</u>	<u>L</u>	<u>Data Management Plan (5 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN
DEP AGREEMENT NO. RES02**

PROJECT TITLE: Bayou Chico Contamination Sediment Removal (Planning)

PROJECT LOCATION: Bayou Chico, a tributary to Pensacola Bay, has experienced severe environmental degradation due to historic impacts, including industrial and domestic wastewater discharges, shipyard-related pollution and long-term untreated stormwater runoff. Legacy pollutants remain in the Bayou. This project will provide funds to Escambia County for planning, design, and acquisition of all federal and state environmental compliance and permits for the dredging and removal of sediments enriched with nutrients and hydrocarbons from approximately 125 acres of Bayou Chico. The activities associated with this component include bathymetric surveying, sample collection and field assessments, data analysis, engineering and design, development of 100% design plans, acquiring all applicable federal, state, and local permits, and environmental compliance. See Figure 1. Project Site.

PROJECT BACKGROUND: The Gulf Coast Ecosystem Restoration Council (RESTORE Council) is comprised of eleven (11) state and federal members. Council members include the governors of Alabama, Florida, Louisiana, Mississippi, and Texas, the Administrator of the U.S. Environmental Protection Agency and the Secretaries of the U.S. Departments of the Interior, Commerce, Agriculture, Homeland Security, and the Army. The Secretary of the U.S. Department of Agriculture serves as Council Chair.

One of the RESTORE Council's primary responsibilities is to develop a comprehensive plan to restore the ecosystem and economy of the Gulf Coast region in the wake of the *Deepwater Horizon* oil spill. The RESTORE Council selects projects to be funded by the Gulf Coast Restoration Trust Fund and adds them to an approved Funded Priorities List. Projects listed on the approved Funded Priorities list must implement on or more of the seven (7) objectives set by the RESTORE Council:

- (1) Restore, Enhance and Protect Habitats
- (2) Restore, Improve, and Protect Water Resources
- (3) Protect and Restore Living Coastal and Marine Resources
- (4) Restore and Enhance Natural Processes and Shorelines
- (5) Promote Community Resilience
- (6) Promote Natural Resource Stewardship and Environmental Education
- (7) Improve Science-Based Decision-Making Processes

PROJECT DESCRIPTION:

This Project will allow Escambia County to plan, design and secure permits for future dredging and removal of contaminated sediments enriched with nutrients and hydrocarbons for approximately 125 acres - the majority of the bayou. Areas that were recently dredged, including the federally maintained navigational channel, will likely be excluded from the project. The dredging of contaminated sediment will occur during a future phase. The future removal of additional sediment will significantly improve water quality, benthic habitat and the ecology of Bayou Chico.

Bayou Chico, a tributary to Pensacola Bay, located in Escambia County, Florida, has experienced considerable environmental degradation due to historic impacts, including industrial and domestic wastewater discharges, shipyard-related pollution, and long-term untreated stormwater runoff. Legacy pollutants remain in the Bayou Chico sediment, and significant restoration needs remain to be accomplished to allow the bayou to heal and regain its natural richness and productivity. Over many decades, Bayou Chico has been filling in with stormwater sediment from Jones Creek, Jackson Creek, and Maggie's Ditch. Fine grained sediment with a high silt and clay content has accumulated throughout the bayou smothering bottom habitat and degrading water quality and biological communities. The accumulated sediment is enriched with nutrients, heavy metals, and other pollutants typical of stormwater runoff and commercial activities in the basin. Commercial and recreational boating activities and periodic wave action from storms re-suspend the accumulated bottom sediment causing water quality and habitat impairment.

Maintenance dredging of the Bayou Chico navigation channel was successfully completed by the U.S. Army Corps of Engineers in 2008 to improve navigation and water circulation in the bayou. At that time, 54 samples were analyzed and showed elevated levels of total recoverable petroleum hydrocarbons, semi-volatile organic compounds, organochloride pesticides, metals, and total organic carbon (TOC). Removal of the sediment from the navigation channel resulted in improved water quality in the bayou.

Escambia County (Grantee) will oversee Project planning, designing, and securing of permits for future dredging and removal of contaminated sediments enriched with nutrients and hydrocarbons for approximately 125 acres. Specific tasks associated with this Project include bathymetric surveying, sediment analysis, field assessments, planning, engineering, creation of final design, and working with the appropriate federal, state, and local authorities to obtain all applicable permits needed to complete environmental compliance. The Grantee will use a competitively procured contractor to complete these activities.

TASKS and DELIVERABLES:

Task #1: Engineering and Design

Task Description: The Grantee will competitively procure a qualified contractor to provide architectural and engineering (A&E) services. Work requiring a professional license will be performed by professionals licensed in the State of Florida to provide the required services. Selection of the contractor will be completed in accordance with the Grantee's purchasing policies and procedures for A&E services.

Once selected, the contractor will provide the required A&E services, including: bathymetry, sediment data gathering and analysis, fields assessments, development of construction plans and specifications, engineering and creation of the final design (100%) based on sound engineering principles. The contractor will submit the construction plans, specifications, and final design to the Grantee for approval.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion and Department approval of each individual deliverable (1a, 1b, and 1c).

Deliverable 1a: The Grantee will submit electronic copies of the bathymetric survey and evaluate sub-bottom profile produced to determine horizontal and vertical distribution of sediment, and an electronic copy of the executed subcontract prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverable submitted, the Grantee may proceed with payment request submittal.

Deliverable 1b: The Grantee will submit electronic copies of the chemical analysis of sediment to be used to determine appropriate handling and disposal methods, as well as assist with prioritization of future implementation phases.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverable submitted, the Grantee may proceed with payment request submittal.

Deliverable 1c: The Grantee will submit electronic copies of final, 100% completed and approved final design, which should include the approved construction plans and specifications, developed bid documents, and proof of bid assistance.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverable submitted, the Grantee may proceed with payment request submittal.

Task #2: Permitting

Task Description: The Grantee, in coordination with its contractor, will ensure that all necessary permits, approvals and authorizations are obtained to ensure full environmental compliance. Authorization may include, but not be limited to, permits from both the U.S. Army Corps of Engineers and the Department.

The Grantee will continue working with regulatory agencies throughout the Project to secure all required authorization as needed and to ensure that environmental compliance is maintained through the life of the Project. The Grantee has already completed the RESTORE Council's Categorical Exclusion Determination Form to comply with the National Environmental Policy Act (NEPA) as required. Documentation of NEPA Categorical Exclusion status is available on the RESTORE Council's Environmental Compliance Library (<https://www.restorethegulf.gov/funded-priorities-list>).

Deliverables: Copies of issued permits.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	Bathymetric Survey	Upon Execution	3/31/2018	3/31/2018
1b	Sediment Analysis	4/1/2018	9/30/2018	9/30/2018
1c	100% Plans and Specifications, Develop Bid Documents, Bid Assistance	6/1/2017	9/30/2019	9/30/2019
2	Permitting	10/01/2018	9/30/2019	9/30/2019

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1a	Contractual Services (Subcontractor)	\$70,000.00
1b	Contractual Services (Subcontractor)	\$65,000.00
1c	Contractual Services (Subcontractor)	\$175,510.00
	Total for Task 1:	\$310,510.00
2	Contractual Services (Subcontractor)	\$25,000.00
	Total for Task 2:	\$25,000.00
	Total Project Budget:	\$335,510.00

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services (Subcontractor) Total	\$335,510.00
Total:	\$335,510

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Division of Water Restoration Assistance

RESTORE Projects Grant Work Plan Template for FY 16-17

(Revised 2/2/17)

Figure 1. Project Site



ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (<i>As authorized</i>)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$	\$	\$N/A	\$N/A
Contractual Services (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$	\$	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	RES02		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. _____ and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Print Name and Title

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Gulf Coast Ecosystem Restoration Council	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	\$	<i>[insert number]</i>

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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:			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.

ATTACHMENT H
Department of Environmental Protection
Quality Assurance Requirements for Contracts and Grants

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the scope of services described in the contract work plan or other statement of work for this contract, the sampling, field testing and laboratory analyses performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and “Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract” (DEP-QA-002/02), February 2002.
- b. Hereinafter, “DEP” or “Department” refers to the Florida Department of Environmental Protection.
- c. “Sample” and “sampling” refers to samples that shall be either collected or analyzed under the terms of this contract.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this contract. Laboratory certification requirements are described in rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the contract, as determined by the Department according to 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon contract execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The contractor shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required contract QA plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the contract.
- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the contract QA plan (section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to 62-160.330(3), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
- g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall

report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the contract QA plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the contract.

- h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable contract data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the contract QA plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Attachment.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the contract QA plan.

3. **FIELD ACTIVITIES**

- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this contract shall be cited in the contract QA plan (see Section 6).
- b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the contract QA plan (section 6 below).
 - (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this contract.
 - (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C. shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the contract. Longer retention times as specified in the contract shall supersede.
- b. All field and laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3) through 62-160.340(8), F.A.C.
- c. Any other documentation and reports associated with work performed for this contract shall be likewise retained and shall include relevant information for the procedures described in sections 2 and 3, above.
- d. Any documentation or reports specifically identified in this contract as deliverable work products shall be retained as in 4.a., above.
- e. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- f. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the contract, and/or as described in the approved contract QA plan (section 6). Also see subsection k., below.

- g. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).
- h. Upon request by the Department contract manager or as required by the contract, copies of the original laboratory reports shall be submitted to the contract manager.
- i. In addition to any reports of sample results provided per contract deliverable requirements and subsections b., e., f. and g., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (section 4) upon request by DEP, including any of the following:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this contract)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure
- j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- k. In addition to any field information provided per contract deliverable requirements, and subsections b., e., f. and g., above, the contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (section 4) upon request by DEP, including any of the following:
 - ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name

- Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
- ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- l. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the contract, and/or as described in the approved contract QA plan (section 6). Required formats are specified below.
 - (i) Data shall be reported electronically using the following format(s): See Attachment L, Observational Data Management Plan
 - (ii) Hardcopy of reporting data shall be provided in the following paper format(s): see Attachment L, Observational Data Management Plan
5. **AUDITS**
- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per section 4, above shall be provided by the contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan (see section 6, below) or these QA Requirements, do not applicable meet data validation criteria outlined in Rule 62-160.670, F.A.C.; or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 8, below.
 - b. PLANNING REVIEW AUDITS –
 - (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the contractor and all subcontractors shall review the contract QA plan (see Section 6 below) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the contract QA plan, shall be sent to the DEP contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.
 - (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur annually thereafter for the remainder of the contract, if applicable to the duration of the contract.
 - c. QUALITY SYSTEMS AUDITS – The contractor and all subcontractors shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. The results of these audits shall be documented in the contractor's and subcontractors' records. Copies of the above audit reports or results shall be provided to the DEP contract manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided.
 - d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the contractor shall provide statements about data usability as necessary to address the topics in subsections (i) – (iii) below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan (see section 9, below), or these QA Requirements.
 - (i) All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements shall be met.

- (ii) All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan, Quality Manual(s), other contract attachments or these QA Requirements.
- (iii) All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements.

6. **QA PLAN**

- a. The contractor shall submit the contract QA plan identified below to the DEP contract manager no later than 120 days *prior to the commencement of field and laboratory activities*. Failure to submit the QA plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP contract manager. The document shall be submitted as a
 - (i) The contractor shall prepare a QA plan that shall discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02, Section 1, Sampling and Analysis Plan.
- b. The contractor may submit a version of the QA plan to the Department for approval no more than three times. If the contractor fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the contract.
- c. The DEP contract agreement number shall appear on the title page of the submitted QA plan. Within 45 days of receipt of the QA plan by the Department, the Department shall review and either approve the QA plan or provide comments to the contractor as to why the QA plan is not approved. If further revisions are needed, the contractor shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan within 30 days of receipt of any revisions.
- d. If the review of the QA plan by the Department is delayed beyond sixty (60) days after the QA plan is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan is approved, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.
- e. Work may not begin for specific contract tasks until approval has been received by the contractor from the DEP contract manager. Sampling and analysis for the contract may not begin until the contract QA plan has been approved (or conditionally approved).
- f. Once approved, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan and any other relevant quality assurance documents, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA plan; and
 - ▶ Using only the equipment approved in the QA plan.
- g. If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP contract manager. If the contractor fails to submit the required revisions, the DEP contract manager may suspend or terminate the contract. QA plan revisions or amendments shall be:
 - (i) Provided as amended sections of the current contract QA plan; or
 - (ii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved contract QA plan by reference or other linkage.

7. **DELIVERABLES**

- a. The following lists the expected deliverables that are associated with the quality assurance requirements of this contract:
 - (i) Reports of planning review audits as specified in item 5.b. above.
 - (ii) Statements of usability as specified in item 5.d. above.
 - (iii) Contract QA plan, per Section 6, above.

8. **CONSEQUENCES**

- a. Failure to comply with any requirement of this attachment (and any included addenda) may result in:
- (i) Immediate termination of the contract.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

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ATTACHMENT I

RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS



RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity¹ (also referred to as “recipient” or “grantee”) and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council (“Council”) standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council’s adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

¹ The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms “non-Federal entity”, “recipient”, and “subrecipient.” In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward.

“Non-Federal entity” is defined at 2 C.F.R. § 200.69 as “a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is defined at 2 C.F.R. § 200.86 as “a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.”

“Subrecipient” is defined at 2 C.F.R. § 200.93 as “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is defined as 2 C.F.R. § 200.74 as “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

.01 Performance (Technical) Reports

- a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."
- b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.
- c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.
- d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.
 1. Activities and Accomplishments:
 - i. Summarize activities undertaken during the reporting period;
 - ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
 - iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.
 2. Adaptive Management:
 - i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
 - ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.
4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.
5. Monitoring:
 - i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
 - ii. Describe any other activities or relevant information not already provided.
6. Planned Activities: Summarize the activities planned for the next reporting period.
7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, “Non-Compliance with Award Provisions” below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.
- b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

- a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.
- b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

- c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).
- d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each “Federal Financial Report.”

.02 Financial Management

- a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state’s administrative agents and the Gulf Consortium of Florida counties, 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. In addition, the state’s and other non-Federal entities’ financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 “Lobbying.”
- b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 “Retention requirements for records”; 200.334 “Requests for transfer of records”; 200.335 “Methods for collection, transmission and storage of information”; 200.336 “Access to records”; and 200.337 “Restrictions on public access to records.” Specifically, the financial management system must provide for:
 - 1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;
 - 2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and
 - 3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
- c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 “Award Payments,” below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E “Cost Principles,” and the terms and conditions of this award.

.03 Award Payments

- a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).
 1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."
 2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.
- b. The Council Award Number must be included on all payment-related correspondence, information, and forms.
- c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment ([ASAP](#))² system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).
 1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.
 2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.
- d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

² Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

- e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.
 - 1. Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed before the first award payment can be made via the “Request for Advance or Reimbursement” (Form SF-270) request.
 - 2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the “ACH Vendor Miscellaneous Payment Enrollment Form” (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

- a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.
- b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I “Audits” below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

- a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.
- b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity’s approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).
- c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

- a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 “Revision of budget and program plans” and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.
 1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:
 - i. The revision results from changes in the scope or the objective of the project or program;
 - ii. The need arises for additional Federal funds to complete the project; or
 - iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—“Cost Principles.”
 2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:
 - i. Change in the scope or the objective of the project or program;
 - ii. Change in a key person specified in the application or the Federal award;
 - iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
 - iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—“Cost Principles” or 45 C.F.R. Part 75 Appendix IX “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 C.F.R. Part 31 “Contract Cost Principles and Procedures,” as applicable;
 - v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 “Participant support costs to other categories of expense”;
 - vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b) applicable to the acquisition of supplies, material, equipment or general support services only; or
 - vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 “Exceptions” and 200.407 “Prior written approval.”
 3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.
- b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold (\$150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget³ as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

- c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

- a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."
- b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.
- c. Excess indirect costs may not be used to offset unallowable direct costs.
- d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.
 - 1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:
 - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
 - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
 - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

³ The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = $\{[\Sigma (\text{negative variances})] / \text{total award budget}\} \times 100$.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 “Cost allocation plans and indirect cost proposals.” When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity’s cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.
3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

Gulf Coast Ecosystem Restoration Council Office
Attn: Senior Grants Management Officer
500 Poydras Street, Suite 1117
New Orleans, LA 70130

If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity’s delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year’s rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients’ fiscal years.
- e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:
1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
 2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

- f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

- a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.
 - 1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.
 - 2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.
 - 3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.
- b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.
- c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.
- d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

- a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in “[Standards for Internal Control in the Federal Government](#)”⁴ issued by the Comptroller General of the United States or the “[Internal Control Integrated Framework](#),”⁵ issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.
- c. Must evaluate and monitor the non-Federal entity’s compliance with statute, regulations and the terms and conditions of Federal award.
- d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

⁴ “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States - <http://www.gao.gov/assets/80/76455.pdf>, verified on 8/18/2015.

⁵ “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - <http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf>, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

- a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.
- b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.
- d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).
- e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.
- f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:
 - 1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.
 - 3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.
- g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

- a. Title to Federally-owned property⁶ remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.
- b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.
- c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

- a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."
- b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.
- c. Use, management, and disposition of equipment acquired.
 - 1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.
 - 2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

⁶ Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than \$5,000 per unit. Disposition instructions must be requested by submitting a completed “Tangible Personal Property Report” (SF-428 or any successor form) and the “Disposition Request/Report” (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and “Final Report Form” (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit.

.06 Supplies

- a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 “Equipment”; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 “Materials and supplies costs, including costs of computing devices.” The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed “Tangible Personal Property Report” (SF-428 or any successor form) and “Final Report Form” (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.
- b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

- a. Title to intangible⁷ property acquired under a Federal award vests upon acquisition in the non-Federal entity.
- b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).
- c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

⁷ Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

- d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
- e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:
 - 1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and
 - 2. Authorize others to do so for Federal purposes.
- f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings⁸ produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data⁹ so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

⁸ Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an “agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

⁹ As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 “Procurement of recovered materials,” and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 “Contract provisions.” All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 “General procurement standards” through 200.326 “Contract provisions.”

- a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards,” as well as any other provisions required by law or regulations.
- b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards.”

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;
- c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the “2010 ADA

Standards for Accessible Design” (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- g. Any other applicable non-discrimination law(s).

.02 Other Provisions

- a. Parts II and III of EO 11246, “Equal Employment Opportunity,” (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.
- c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

- a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);
 3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);
 4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;
 5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and
 6. Any reports, publications, and data sets from any research conducted under this award.
- b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

- a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.
- b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.
- c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.
- d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

- a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend \$750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse [website](http://harvester.census.gov/sac/).¹⁰ If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

- b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.
 1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

¹⁰ Federal Audit Clearinghouse website - <http://harvester.census.gov/sac/>, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
- c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

- a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.
- b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:
 1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
 2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.
 3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.
 4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.
 5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

- a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as “cross-servicing,” pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 “Non-Compliance With Award Provisions” Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).
- b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

- a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.*). The minimum annual interest rate to be assessed is the [Department of the Treasury’s Current Value of Funds Rate \(CVFR\)](#).¹¹ The CVFR is published by the Department of the Treasury in the [Federal Register](#)¹² and in the [Treasury Financial Manual Bulletin](#).¹³ The assessed rate shall remain fixed for the duration of the indebtedness.
- b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.
- c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

¹¹ Department of the Treasury’s Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.

¹² Federal Register website - <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR> and <http://www.federalregister.gov/>, verified 8/18/2015.

¹³ Treasury Financial Manual Bulletin website - <http://tfm.fiscal.treasury.gov/v1/bull.html>, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence¹⁴ either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of \$100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

¹⁴ To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 “Specific conditions” (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may 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 non-Federal entity or more severe enforcement action by the Council or pass-through entity.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the Federal award.
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).
 5. Withhold further Federal awards for the project or program.
 6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council’s proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council’s proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council’s final findings regarding noncompliance and the remedy to be imposed.

- b. RESTORE Act-Specific Remedy for Non-compliance
 1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury (“Treasury”), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient’s own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 “Noncompliance.”

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.
- c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.
 - d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.
 - e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."
1. The Federal award may be terminated in whole or in part as follows:
 - i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - ii. By the Council or pass-through entity for cause;
 - iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.
 2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:
 - i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
 - ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

- a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).
- b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to 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 in the administration of this award.
- c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 “General procurement standards,” including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

- a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, “Subrecipient Monitoring and Management” *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient’s risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 “Requirements for pass through entities.”
- b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.
- c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.
 - i. Subrecipient name (which must match the registered name in DUNS);
 - ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
 - iii. Federal Award Identification Number (FAIN);
 - iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
 - v. Subaward Period of Performance Start and End Date;
 - vi. Amount of Federal Funds Obligated by this action;
 - vii. Total Amount of Federal Funds Obligated to the subrecipient;
 - viii. Total Amount of the Federal Award;
 - ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
 - xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - xii. Identification of whether the award is for research and development (R&D); and
 - xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").
2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - i. Reviewing financial and programmatic reports required by the pass-through entity.
 - ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."
3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending \$750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 “Remedies for noncompliance.”

.03 Competition and Codes of Conduct for Subawards

- a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 “Procurement Standards.” The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.
- b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.
- c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.
- d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

- a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

- b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 1. Contracts for more than the Simplified Acquisition Threshold (\$150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 4. Davis-Bacon Act. 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 C.F.R. 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 Council. 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 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Council.

5. 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 C.F.R. 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.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. 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.
7. 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).
8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in [SAM](#)¹⁵ 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.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification, a “Disclosure of Lobbying Activities” (Form SF-LLL or successor form). 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

¹⁵ System for Award Management (SAM) website - <https://www.sam.gov>, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.
- c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
 - d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

- a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

- b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

- a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.
- b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 (“Invasive Species”)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)

Federally funded projects must be consistent with a coastal state’s approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service [Coastal Barrier Resources System Mapper](http://www.fws.gov/cbra/Maps/Mapper.html).¹⁶

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

¹⁶ U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - <http://www.fws.gov/cbra/Maps/Mapper.html>, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 (“Preparing the United States for the Impacts of Climate Change”)

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identify any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

- a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).
- b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.
- c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
- d. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

- a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.
- b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the [GSA website](#).¹⁷ Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the [Department of State's website](#).¹⁸
- d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

¹⁷ GSA Fly America Act website - <http://www.gsa.gov/portal/content/103191>, verified 8/18/2015.

¹⁸ Department of State Open Skies Agreements website - <http://www.state.gov/e/eb/tra/ata/index.htm>, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

- a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 “Protection of Human Subjects.” No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.
- b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:
 1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);
 2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);
 3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;
 4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
- d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity’s provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 (“White House Initiative on Educational Excellence for Hispanics”), 13270 (“Tribal Colleges and Universities”), and 13532 (“Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities”), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council’s goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation’s capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President’s Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity’s findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council’s final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

- a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).
- b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.
- c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.
- d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.
- e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors,” FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

- a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*
- b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

- a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.
- b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions
 - 1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.
 - 2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.
- d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.
- e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.
- f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.
- g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.
- h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

- i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by [2 C.F.R. § 175.15\(b\)](#).¹⁹

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.

- a. Provisions applicable to a non-Federal entity that is a private entity.
 1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1326, “Nonprocurement Debarment and Suspension.”
- b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or

¹⁹ See 2 C.F.R. § 175.15(b) - <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>, verified 8/18/2015.

- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1326, “Nonprocurement Debarment and Suspension.”
- c. Provisions applicable to any non-Federal entity.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. Employee means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. Private entity:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
 - ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
 - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 (“Transparency Act” or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

- a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the [USA Spending website](http://USA.Spending.gov).²⁰ Recipients and subrecipients must include the following required data elements in their application:

²⁰ USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
 - Award amount;
 - Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
 - Location of entity, primary location of performance (City/State/Congressional District/Country); and
 - Unique identifier of entity.
- b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to \$25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to \$25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of [2 C.F.R. Part 170](#).²¹

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System ([FSRS](#)).²²
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at the [FSRS](#) website specify.
- b. Reporting Total Compensation of Non-Federal Entity Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

²¹ 2 C.F.R. § 170.320 on GPO website - <http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf>, verified 8/18/2015.

²² Federal Funding Accountability and Transparency Act Subaward Reporting System - <http://www.fsrs.gov>, verified 8/18/2015.

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the [U.S. Security and Exchange Commission](#) total compensation filings.²³)
 - 2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
 - i. As part of your registration profile in the System for Award Management ([SAM](#)),²⁴ and
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
 - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the non-Federal entity.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
 - 1. Entity means all of the following, as defined in 2 C.F.R. part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;

²³ U.S. Security and Exchange Commission Executive Compensation “Fast Facts” - <http://www.sec.gov/answers/execomp.htm>, verified on 8/18/2015.

²⁴ System for Award Management (SAM) - <https://www.sam.gov>, verified on 8/18/2015.

- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - 2. Executive means officers, managing partners, or any other employees in management positions.
 - 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the non-Federal entity) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 - 5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
 - 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.
- c. System for Award Management (SAM) and Universal Identifier requirements.
- 1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 - 2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:
 - i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
 - ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management [Internet site](#).²⁵
- ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - (A) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (B) A foreign public entity;
 - (C) A domestic or foreign nonprofit organization;
 - (D) A domestic or foreign for-profit organization; and
 - (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
 - (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
 - (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Subrecipient means an entity that:
 - (A) Receives a subaward from you under this award; and
 - (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

- a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.
- b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

²⁵ System for Award Management (SAM) - <https://www.sam.gov>, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

- c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ATTACHMENT J

REGULATIONS

Formal regulations concerning administrative procedures for Gulf Coast Ecosystem Restoration Council grants appear in Title 2 of the Code of Federal Regulations (CFR) Part 200. Other Federal regulations may also impact grant programs. The following list contains regulations and Office of Management and Budget Guidance which may apply to the work performed under this Agreement.	
Office of Management and Budget Circulars	
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
2 CFR Part 200, Subpart F	Audit Requirements
48 CFR Part 31	Contract Cost Principles and Procedures (For Profit Organization)
2 CFR 200.450	Lobbying. The Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying” and notices published at 54 Federal Register (FR) 52306 and “New Restrictions on Lobbying” published at 55 FR 6736.
2 CFR 180	Nonprocurement Debarment and Suspension Regulations
Other Federal Regulations	
40 U.S.C. 1101 <i>et seq.</i>	Procurement processes for architectural and engineering services, effective October 1, 2014.
41 U.S.C. § 4712	Effective December 14, 2016, the Pilot Program for Enhancement of Whistleblower Protections, was extended to all Federal agencies and made permanent (National Defense Authorization Act for Fiscal Year 2017; and Public Law No. 114-261). All provisions and requirements initially implemented under the Pilot Program are now permanent provisions and requirements under any contracts or grants funded by a Federal agency.
Accounting Standards	
Governmental Entities	Subject to accounting standards established by the Government Accounting Standards Board (GASB)
Private Sector or Individuals	Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable

Attachment K: OBSERVATIONAL DATA PLAN

Project Name: Bayou Chico Contaminated Sediment Removal – Planning Design, and Permitting

Agency: State of Florida Department of Environmental Protection

Escambia County, FL (implementing organization)

Project Phase: ☒ Planning ☐ Implementation ☐ Post-Implementation

Element Type: ☒ Planning ☐ Implementation ☐ Post-Implementation

Plan Point of Contact(s):

Project Sponsor:

Phil Coram • (850) 245-2167 • Phil.Coram@dep.state.fl.us

Lisa Robertson • (850) 245-2177 • Lisa.Robertson@dep.state.fl.us

Implementing Organization Contact(s):

Taylor “Chips” Kirschenfeld, Primary Investigator for Escambia County, FL

221 Palafox Place, Pensacola, FL 32502 • (850) 595-4988 • jtkirsche@myescambia.com

Brent Wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL

3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Expected observational data collection start and end date for overall project: Metrics include count of

Engineering & Design plans developed, compliance documents obtained, and local contracts issued.

Data will be collected as plans are developed or documents are obtained. Phase I design and permitting

is anticipated to be complete within 30 months of grant being issued. Specific dates will be provided

once the grant is issued.

Short description of the project location: Project is located in Bayou Chico. Bayou Chico is located in south central Escambia County within the lower Pensacola Bay watershed.

Short description of the overall project construction features: Project includes engineering, design, and permitting of sediment remediation plan for Bayou Chico. Plan will require surveying to determine horizontal and vertical extend of existing sediment, chemical analysis to determine quality. Removal and disposal of contaminated sediment will occur under a future implementation phase(s).

Consistency with Local or Regional Planning/Monitoring Efforts: Proposed observational data types and methods will be consistent with the development of other local and State large-scale restoration plans. Planning will take into consideration findings from previous scientific studies of the bayou.

Overall Project Goals and Objectives: Sediment in Bayou Chico is enriched with nutrients, heavy metals, and other pollutants typical of stormwater runoff and commercial activities in the basin. Existing sediment quality is preventing ecological recovery. Project will design and permit a sediment remediation plan for Bayou Chico. Removal sediment from the bayou will prevent continued re-suspension of legacy contaminates, and provide clean substrate for biota. Improved sediment quality will allow for ecological restoration in Bayou Chico.

Specific Goals and Objectives: Project will design and permit a large-scale living shoreline project to accomplish the following goals and objectives:

- Conduct bathymetric survey and evaluate sub-bottom profile to determine horizontal and vertical distribution of sediment.
- Conduct chemical analysis of sediment to determine appropriate handling and disposal methods, as well as assist with prioritization of future implementation phases.
- Develop 100% design plans for sediment remediation plan.

- Develop specifications for sediment remediation plan.
- Secure all required environmental compliance authorizations.

Project Metrics:

- 1) PRM011 – Restoration Planning/Design/Permitting – # E&D Plans Developed
- 2) PRM013 – Restoration Planning/Design/Permitting – # Compliance Documents Produced
- 3) COI104 – Economic Benefits – Number of Local Contracts

Identification of Metrics and Associated Measures/Variables/Parameters and Success Criteria:

Metric 1: PRM011 – Restoration Planning/Design/Permitting – # E&D Plans Developed

Success Criteria: 2 Plans

Supporting Measures: I) Bathymetric survey and sub-bottom profile, II) Sediment Analysis, and III-VI) Engineering & Design plans

Supporting Measure I: Bathymetric survey and sub-bottom profile

Success Criteria: 1 Bathymetric survey and 1 sub-bottom profile

Purpose: Evaluate the distribution and depth of sediment in project area.

Schedule/Timing and Frequency: 1 survey anticipated completion within 12 months from issuance of funding

Sample Size: 1 survey

Site Locations: Proposed project area

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Supporting Measure II: Sediment analysis

Success Criteria: 1 Sediment analysis

Purpose: Determine chemical and physical characteristics of sediment

Schedule/Timing and Frequency: 1 analysis anticipated completion within 16 months from issuance of funding

Sample Size: 1 analysis

Site Locations: Proposed project area

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

The following applies to Supporting Measures III-VI (below):

Success Criteria: Development of a restoration plan, including survey(s), design, specifications, bid documents

Purpose: Finalize E&D plans for project

Methods: Engineering & Design plans will be completed following the completion of Measures I & II.

Schedule/Timing and Frequency: Restoration plans will be counted as design elements are completed.

Supporting Measure III: 30% design plans

Success Criteria: 30% draft construction plans completed

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Supporting Measure IV: 60% design plans

Success Criteria: 60% draft construction plans completed

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Supporting Measure V: 90% design plans

Success Criteria: 90% draft construction plans completed

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Supporting Measure VI: 100% design plans

Success Criteria: 100% draft construction plans completed

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Metric 2: PRM013 – Restoration Planning/Design/Permitting – # Compliance Documents Produced

Success Criteria: 2 Compliance Documents

Supporting Measures: Count of compliance documents produced

Measure/Variable/Parameter: Number of compliance documents produced

Success criteria: 1 Federal Permit, 1 State Permit

Purpose: Assure project compliance with local, state, and federal agencies; Capture number of compliance documents produced

Methods: Project will require a federal permit obtained through the U.S. Army Corps of Engineers. Corps permit will include Endangered Species Act Section 7 Consultation. Project will also require a state permit obtained through the Florida Department of Environmental Protection. FDEP permit may include requirement for state land lease or easement. Project will obtain all compliance documents necessary for construction.

Schedule/Timing and Frequency: Restoration plans will be counted as design elements are completed.

Site Locations: Proposed Project Area

Metric 3: COI104 – Economic Benefits – Number of Local Contracts

Success criteria: 1 Contract

Supporting Measures: Count of contracts issued **Measure/Variable/Parameter:**

Number of local contracts

Success Criteria: 1 local contract

Purpose: Quantify economic impact of the awarded funding

Success Criteria: One contract issued to individuals or companies that reside in, are headquartered in, or are principally engaged in business in a Gulf Coast state

Methods: Contracts for work completed under this restoration plan will be tracked as awarded. Contracts issued to individuals or companies that resided in, are headquartered in, or are principally engaged in business in a Gulf Coast State will be counted toward the total number of contracts under this metric.

Schedule/Timing and Frequency: Data will be collected as contacts are awarded.

Sample Size: Not applicable

Site Location: Not applicable

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Unforeseen Event Contingency: Design & Engineering scope and contract will be drafted to incorporate adequate flexibility to address unforeseen events discovered during initial project planning and design.

Data Review and Reporting: Data collected will be used to evaluate overall project performance. Annual observational data reports will be developed and submitted in compliance with the grant reporting cycle as outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions and Part IV, Chapter II, Section G of the Recipient Guidance.

High-Level Budget: Implementation of the Observational Data Plan for the planning phase is in-kind as part of the \$335,500 allocation for engineering and design plans.

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ATTACHMENT L

OBSERVATIONAL DATA MANAGEMENT PLAN

Project Name: Bayou Chico Contaminated Sediment Removal – Planning Design, & Permitting

Agency: State of Florida Department of Environmental Protection

Escambia County, FL (implementing organization)

Project Phase: ☒ Planning ☐ Implementation ☐ Post-Implementation

Plan Point of Contact(s):

Project Sponsor:

Phil Coram • (850) 245-2167 • Phil.Coram@dep.state.fl.us

Lisa Robertson • (850) 245-2177 • Lisa.Robertson@dep.state.fl.us

Data Steward(s):

Taylor “Chips” Kirschenfeld, Primary Investigator for Escambia County, FL

221 Palafox Place, Pensacola, FL 32502 • (850) 595-4988 • jtkirsche@myescambia.com

Brent Wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL

3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Estimated Budget for Data Management: Escambia County is managing the project data at no charge.

Expected Data Collection Start Date for Overall Project: Data collection will begin shortly after the grant award. A specific date will be provided once the grant is issued.

Expected Data Collection End Date for Overall Project: Data collection will end after the final design is complete, approximately 18 months following issuance of the grant. A specific date will be provided once the grant is issued.

Brief Project Description: Project includes engineering, design, and permitting of sediment remediation plan for Bayou Chico. Plan will require surveying to determine horizontal and vertical extent of existing sediment, and chemical analysis to determine quality. Removal and disposal of contaminated sediment will occur under a future implementation phase(s).

Project Location: Project is located in Bayou Chico. Bayou Chico is located in south central Escambia County within the lower Pensacola Bay watershed.

General Description of Data Collection Activities (Methods, Sampling Frequency, etc.):

The project is anticipated to generate the following types of information/data: contracts and financial information, plans and specifications, regulatory, and reports. Data collected will support evaluation of project specific metrics. Each type of information will have different collection methods and frequencies.

- Contracts and financial information will be generated for A&E services for design, consultant services for bathymetric survey, consultant services for sediment analysis, and consultant services for permitting. Data will also include consultant selection information and contractor bid documentation. Contracts will be issued as needed prior to the start of services necessary for the implementation of the project. Data will be collected, organized, and archived as it is generated. Data will be made available to the Council and general public annually or otherwise by request.
- Plans and specifications will be generated as part of the project design phase. Data type includes all supporting information, including bathymetric surveys, geotechnical work, sediment sampling plan(s), etc. Plans and specifications will go through multiple iterations at set intervals as final plans are developed. Data will be collected, organized,

and archived as it is generated. Data will be made available to the Council and general public annually or otherwise by request.

- Regulatory related information/data will be generated during the later stages of design. Permitting is currently anticipated to last from 4/1/18 until 3/31/19. Data will include all supporting documentation including permit applications, regulatory consultations, requests for additional information, lands lease/easement, and permits or letters of exemption. Data will be collected, organized, and archived as it is generated. Data will be made available to the Council and general public annually or otherwise by request.
- Reports will be generated annually and otherwise as needed. Reports will evaluate and summarize other data types. Reports will be submitted to the Council annually. Data will be available to the public annually or otherwise by request.

Do you have in-house data management and metadata capacity? X Yes No

Is so, describe how this project's data and metadata will be stored, archived, and made available/provided to the Council; and if it will utilize digital object identifiers (DOI's)? If not, how will you ensure that the project's data and metadata will be stored, archived, and made available/provided to the Council?

Describe how this will be accomplished: DOI's will not be used. Escambia County will work with the State of Florida for data generated as a result of the project to be stored, archived, and made available to the Council. Project data will also be available through the FDEP and Escambia County websites. Geospatial data will be stored in sql database format file geodatabase ESRI GIS platform available through traditional ARC Info/ArcGIS format. Metadata will meet federal geographic data guidelines. Data will be archived by date and made available in a variety of standard GIS map services. Spatial integrity will be maintained consistent with standard GIS practices.

List the Observational Data Types being collected and, if known at this time, the following information for each:

Date Type: Bathymetric survey

GIS Representation: Contours will be represented either as a polylines and polygons or as a digital elevation model (DEM).

Projection: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

POC: Brent Wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL
3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Frequency of Collection: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Duration of Collection: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Data Storage Format: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Units: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Horizontal and Vertical Datum: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Data Type: Geospatial data (project boundary, sediment analysis sample locations, key design features)

GIS Representation: Project boundary and some key project features will be captures as polygons. Other key project features such as sediment analysis sample locations will be associated with point features.

Projection: High Precision Geodetic Network (HPGN) / State Plane Coordinates / Florida North FIPS 0903 / U.S. Survey Foot

Data Storage Format: field geodatabases, shapefiles Escambia County Water Quality Laboratory Information Management System (LIMS), STORET database

POC: brent wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL
3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Frequency and Duration of Collection: Sediment analysis sample locations will be captured with the implementation of the sediment sampling plan. Project boundary and key project features will be captured with the final design.

Units: North and East using U.S. survey foot, latitude and longitude

Horizontal Datum: High Precision Geodetic Network (HPGN) / State Plane Coordinates / Florida North FIPS 0903

Vertical Datum: NGVD88

Data Type: Non-geospatial data (contracts and financial information, plans and specifications, regulatory, and reports)

Data Storage Format: pdf

POC: Brent Wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL
3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Frequency and Duration of Collection: Contracts and financial information will be generated as contracts are executed and as payment is made for services necessary for the implementation of the project. Plans and specification will be developed for the design in regular intervals. Plans will be finalized prior to the end of the project. Regulatory data will be generated throughout the permitting process. Permits will be received prior to the end of the project. Reports will be submitted to the Council annually.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12278

County Attorney's Report 10. 1.

BCC Regular Meeting

Discussion

Meeting Date: 06/08/2017

Issue: Request for Code Enforcement Lien Relief - Cassandra Horne

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Code Enforcement Lien Relief - Cassandra Horne

That the Board consider a request from Cassandra Horne for relief from a code enforcement lien on property near Sir Horne Drive.

BACKGROUND:

Cassandra Horne contacted the County Administrator's Office by telephone to request relief from a code enforcement lien against her father, Charles Horne, recorded in Official Record Book 6386 at pages 36 and 44.

Charles Horne owns approximately 2.5 acres near Sir Horne Drive that is subject to the code enforcement lien. In March 2016, Charles Horne conveyed to his daughter a deed to approximately 0.4 acres of his property. A few weeks later in May 2016, Cassandra Horne appeared before the Board during public forum to request relief from her father's code enforcement lien. The Board authorized the Chairman to execute a partial release of lien for the property described in the deed she acquired from her father but did not require that she pay any of the hard costs or administrative fines.

In April 2017, Charles Horne conveyed to his daughter another deed to a different parcel of approximately 0.2 acres in the same vicinity. Cassandra Horne's current request is for the Board to authorize additional relief from her father's code enforcement lien against that 0.2 acres as well.

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

BCC Minutes May 5, 2016

Code Enforcement Liens

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY



1. Relief of a Code Enforcement Lien

Motion made by Commissioner May, seconded by Commissioner Barry, and carried 4-0, with Commissioner Underhill absent, approving a partial release of lien for property owned by Cassandra Horne.

For Information: Cassandra Horne appeared before the Board during Public Forum and requested relief from an Environmental Code Enforcement Lien against a portion of property, located at 1524 Sir Horne Drive, which was deeded to her by her father, Charles Horne, Sr.

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Robinson declared the Regular Meeting of the Board of County Commissioners adjourned at 7:16 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:



Pam Childers
Clerk of the Circuit Court & Comptroller

By: _____
Grover C. Robinson, IV, Chairman

Deputy Clerk

Approved: May 19, 2016

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#08-06-0785
LOCATION: 1524 Sir Horne Drive
PR# 401S30-1001-000-070**

**Charles W. Horne
1164 Capital Blvd.
Pensacola, Florida 32505**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Charles Horne, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

- ☒ 42-196 (d) Overgrowth

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in
the premises; it is hereby **ORDERED** that: Charles Horne
shall have until October 21, 2008 to correct the violation and to bring the violation

into compliance. Corrective action shall include:

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☐ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☒ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50 . 00 per day, commencing October 22, 2008. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 650.00 are awarded in favor of Escambia County as the prevailing party against Charles Hame.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

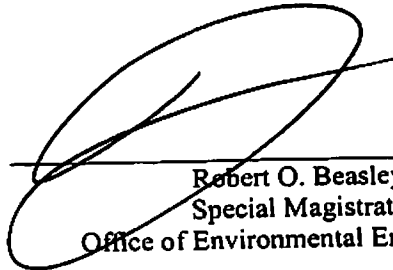
You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola,

Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 30 day
of September, 2008.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 10/10/2008 at 02:02 PM OR Book 6386 Page 44,
Instrument #2008076765, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 10/10/2008 at 01:55 PM OR Book 6386 Page 36,
Instrument #2008076762, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#08-06-0785
LOCATION: 1524 Sir Horne Drive
PR# 401S30-1001-000-070**

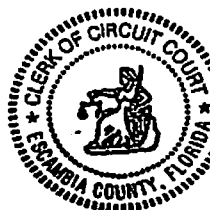
**Charles W. Horne
1164 Capital Blvd.
Pensacola, Florida 32505**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Charles Horne, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
☒ 42-196 (b) Trash and Debris
☐ 42-196 (c) Inoperable Vehicle(s); Described _____

- ☒ 42-196 (d) Overgrowth



Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By Ernie Lee Magaha J.C.
Date 10-10-2008

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Charles Horner shall have until October 21, 2008 to correct the violation and to bring the violation

into compliance. Corrective action shall include:

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☐ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☒ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50 . 00 per day, commencing October 22, 2008. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 650.00 are awarded in favor of Escambia County as the prevailing party against Charles Hance.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola,

Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 30 day
of September, 2008.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12316

County Attorney's Report 10. 1.

BCC Regular Meeting

Information

Meeting Date: 06/08/2017

Issue: Benjamin D. Love v. Escambia County Board of County Commissioner

From: Meredith Crawford, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Benjamin D. Love v. Escambia County Board of County Commissioners*; DOAH Case No.: 17-0564

That the Board accept for information the attached Order of Administrative Law Judge Yolanda Y. Green, State of Florida, Division of Administrative Hearings in the matter of *Benjamin D. Love v. Escambia County Board of County Commissioners Case No. 17-0564* in which Judge Green found in favor of Escambia County and held that the County did not violate the Florida Civil Rights Act of 1992 and is not liable to Mr. Love for any damages.

BACKGROUND:

On January 26, 2016, Benjamin D. Love filed a complaint with the Florida Commission on Human Relations (FCHR) against Escambia County Board of County Commissioners alleging unlawful employment practices. His charge of discrimination specifically claimed that termination of his contract for services by the County was an act of religious discrimination and retaliation for statutorily protected activities. After investigation by FCHR and response by the County, on December 21, 2016, the Florida Commission on Human Relations issued a finding of no reasonable cause that the County had committed any unlawful employment practice related to Mr. Love. On January 27, 2017, Mr. Love appealed this determination to the State of Florida Division of Administrative Hearings.

On April 4, 2017 and April 18, 2017, a two-day hearing on the matter was held before the State Division of Administrative Hearings. On May 24, 2017, the Administrative Law Judge (ALJ) issued a Recommended Order finding in favor of the County and holding that Mr. Love failed to prove either the charge of unlawful religious discrimination or retaliation and that the County had met its burden to produce evidence of a legitimate non-discriminatory reason for the employment termination.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Final Order

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

BENJAMIN D. LOVE,

Petitioner,

vs.

Case No. 17-0564

ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS,

Respondent.

_____ /

RECOMMENDED ORDER

Pursuant to notice, a final hearing was held April 4, and April 18, 2017, by video teleconference in Pensacola and Tallahassee, Florida, before Yolonda Y. Green, a duly-designated Administrative Law Judge of the Division of Administrative Hearings ("Division").

APPEARANCES

For Petitioner: Benjamin David Love, pro se
Post Office Box 1132
Gonzalez, Florida 32560

For Respondent: Meredith D. Crawford, Esquire
Escambia County Board of
County Commissioners
Suite 430
221 Palafox Place
Pensacola, Florida 32502

STATEMENT OF THE ISSUE

Whether Respondent subjected Petitioner to an unlawful employment practice on the basis of religion; or in retaliation

to his engagement in a lawful employment activity, in violation of section 760.10, Florida Statutes.

PRELIMINARY STATEMENT

Petitioner, Benjamin D. Love ("Mr. Love" or "Petitioner"), filed a Complaint of Employment Discrimination with the Florida Commission on Human Relations ("Commission") on January 25, 2016. The complaint alleged that Respondent, Escambia County Board of County Commissioners ("Escambia County" or "Respondent"), discriminated against him on the basis of religion. Following its investigation of the allegations, FCHR issued a determination of "No Reasonable Cause" regarding Petitioner's complaint on December 21, 2016.

On January 24, 2017, Petitioner filed a Petition for Relief requesting an administrative hearing regarding the Commission's "No Reasonable Cause" determination pursuant to section 760.11(7).

The Commission referred this matter to the Division on January 24, 2017, and on January 25, 2017, this matter was assigned to the undersigned. The undersigned issued a Notice of Hearing, setting the final hearing for April 4, 2017. On March 28, 2017, Respondent filed a Motion to Dismiss, which was denied after a telephonic motion hearing. The parties filed a pre-hearing stipulation wherein they stipulated to certain facts

which, to the extent relevant, have been incorporated into the Findings of Fact below.

On April 4, 2017, during preliminary matters, the undersigned heard Respondent's motion to compel discovery, motion for sanctions, and second request for extension of time. The motion, which was related to incomplete answers to interrogatories, was granted, in part, and denied, in part. Pursuant to Respondent's request to depose Petitioner, the hearing was recessed to allow Respondent to take the deposition of Petitioner to obtain responses to the incomplete interrogatories. Following the deposition, the final hearing convened and was partially held. The hearing reconvened on April 18, 2017, until completion.

At hearing, Petitioner testified on his own behalf and offered no other witnesses. He offered Exhibits 1a, 1b, 2a through 2h, 3a through 3x, 4, 10, 10c, and 10h, which were admitted in evidence. Petitioner also offered Exhibit 8, which was not admitted.

Respondent offered the testimony of four witnesses: Mary Elizabeth Bush, Escambia County, Public Works Department, Construction and Bridge Program manager; James Duncan, Escambia County, Public Works Department, Deputy Division Manager; Joy Jones, Escambia County, Public Works Department, Division Manager; and Sharon Johnson, Blue Arbor contract employee.

Respondent offered Exhibits 9, 11, 14, 15, 19, 20, 23 through 30, and 32 through 40, which were admitted.

The two-volume Transcript was filed on May 1, 2017. The parties timely filed Proposed Recommended Orders, which have been carefully considered in the preparation of this Recommended Order.

All statutory references are to Florida Statutes (2014), when the alleged discriminatory act occurred, unless otherwise indicated.

FINDINGS OF FACT

1. Respondent, Escambia County, is a political subdivision of the state of Florida that is authorized to carry out county government, pursuant to section 125.01, Florida Statutes (2016).

2. Escambia County is an employer as that term is defined by the Florida Civil Rights Act 1992.

3. Petitioner, Mr. Love, was employed by Blue Arbor, Inc., a staffing agency. Blue Arbor had a contract with Escambia County for temporary labor services. Blue Arbor assigned Mr. Love to a temporary job with Escambia County, Public Works Department, Office of Engineering and Construction, as an engineering project coordinator. The assignment was for one year. Petitioner was assigned to the job from May 26, 2014, until his termination.

4. On January 26, 2015, Escambia County terminated Petitioner's temporary employment contract.

5. Petitioner was an employee of Escambia County as that term is defined by the Florida Civil Rights Act of 1992.

6. Mr. Love is a Christian.

7. Petitioner timely filed a complaint with the Commission alleging Respondent engaged in an unlawful employment practice by terminating Petitioner on the basis of his religion.

8. As an engineering project coordinator, Petitioner's job responsibilities included: management of complex projects, ability to prioritize work, and ability to exercise good interpersonal skills with co-workers, supervisors, and the public.

9. Mr. Love earned a Bachelor of Science in Engineering Technology and Construction degree in December 2013. Mr. Love had no prior drainage or roadway experience before working for Escambia County.

10. Mr. Love began working for Escambia County following a storm that was declared a disaster. Due to the disaster, staff was expected to be flexible and able to perform job duties without refusal or hesitation.

11. Respondent asserts that it terminated Petitioner's contract due to his inability to perform job responsibilities

without objection or hesitation, work performance, and disruptive behavior.

12. Mr. Love had multiple supervisors during his eight month tenure at Escambia County. While working at Escambia County, Mr. Love's supervisors had issues with his work performance and his behavior.

13. Mary Bush, a construction manager, supervised Mr. Love in 2014. Ms. Bush had issues with Mr. Love's file storage practices and behavior. Ms. Bush testified that Mr. Love saved all his work on a personal computer and was told several times to save his work in the shared folder. Mr. Love refused to save his work on the shared drive on the basis that the documents were his work.

14. During the time Ms. Bush supervised Mr. Love, she experienced two incidents with Mr. Love involving outbursts. On one occasion, Mr. Love was in Ms. Bush's office seeking review of Mr. Love's work. Mr. Love stated in a raised voice, "you need to review the report so I can do my job." On another occasion, Ms. Bush directed Mr. Love to identify his documents using a certain description and explained the importance of the practice. Mr. Love objected on the basis that the practice was an asinine process.

15. Mr. Love was reassigned to another supervisor due to the outbursts involving Ms. Bush. At no point did Mr. Love

state that his objection to following directions was based on his religion.

16. Chris Curb, an engineering manager for stormwater, also supervised Mr. Love during his tenure at Escambia County. Despite the direction from Ms. Bush, the file-sharing issue continued. On December 30, 2014, Chris Curb notified Mr. Love by email that his file saving was a "problem." Mr. Curb advised Mr. Love that his file folder was not a standard subfolder and he needed to save all files in the proper shared subfolders. He explained that file sharing is important so Escambia County could comply with state regulations and records requests. He further explained that Mr. Love was not the sole owner of a project record because other employees would need access to the work. He concluded his email with instructions for Mr. Love to use designated file folders.

17. A third supervisor, Jim Duncan, also had issues with Mr. Love's work performance and behavior. Similar to his practice under prior supervisors, Mr. Love refused to save his files to the shared file folder.

18. Mr. Love also repeatedly refused to attend mandatory meetings without a direct command. For example, on multiple occasions Mr. Love's supervisor had to locate and direct him to attend the weekly department meetings. Mr. Love testified that

he was reluctant to attend the meetings because he believed they "were unproductive and take up too much time."

19. Similar to other supervisors, Mr. Love engaged in an outburst with Mr. Duncan. Mr. Duncan was a construction manager when he supervised Mr. Love and thus, was responsible for directing Mr. Love to advance projects from conception to completion. One such project was ENG Flood 414-85, which was also referred to as the Beulah Road at Helms Intersection project ("Beulah-Helms project"). Mr. Love was the project coordinator for the project.

20. In October 2014, Roads, Inc., a construction company, submitted a bid for the Beulah-Helms project. Brett Moylan is the vice-president and chief operating officer of Roads, Inc.

21. The project was a pricing agreement contract. Pricing agreement contracts are contracts where prices are established for a period of one year and are adopted by the Escambia County prior to the award of any specific pricing agreement contract. Pricing agreements have a blackout period and bidding process that also takes place prior to acceptance of the pricing agreement.

22. In December 2015, Mr. Love was in the final stages of the procurement process for the Beulah-Helms project. Roads, Inc. was the lowest bidder on the project. Mr. Love corresponded with Mr. Moylan regarding the documents necessary

to approve the project. Mr. Love requested a construction schedule and MOT plan for the project before the work order could be approved. Mr. Moylan asserted in an email that the construction schedule would begin after the purchase order is issued. Mr. Moylan later submitted the MOT plan and signed the work order.

23. On January 22, 2015, Mr. Love sent an email to Mr. Moylan requesting the construction schedule and another signed work order with the appropriate dates. Mr. Love advised Mr. Moylan that he would not begin the project until Mr. Moylan submitted the construction schedule. Although Mr. Moylan explained that he usually did not submit a construction schedule, he ultimately provided the construction schedule to Mr. Love indicating that the project would begin the following Monday and "be substantially complete within 60 days of commencement, and have a completion date within 90 days." The construction schedule provided by Mr. Moylan was an acceptable schedule.

24. For a reason that was not addressed at hearing, Mr. Love asked Mr. Moylan for the construction schedule again, despite receiving it. Mr. Moylan advised Mr. Love to accept the next lowest bidder.

25. As a result of the email exchange with Mr. Moylan, Mr. Love planned to send Mr. Moylan a follow-up email about

accepting the next highest bidder, which would purportedly cost Escambia County an additional \$20,000 for the project. Before Mr. Love drafted the email, he called Mr. Moylan to discuss the issues referenced in the email. Mr. Love testified that before he called Mr. Moylan he "drove around the block a couple of times, before he could call Mr. Moylan because [he] knew that the conversation was going to get heated." Mr. Love described the conversation as heated, and they "cut each other off" during the conversation.

26. Mr. Moylan contacted Mr. Duncan to complain about Mr. Love's behavior related to the Beulah-Helms project. Mr. Duncan approached Mr. Love to discuss the exchange between Mr. Love and Mr. Moylan. Mr. Duncan directed Mr. Love to award the Beulah-Helms project to Roads, Inc.

27. Mr. Love objected to awarding the contract to Roads, Inc. He testified that his objection was based on his religion because "[he] had an obligation to utilize his moral and ethical judgment which is inherent to [his] religion." Mr. Love stated that the religious accommodation was based on his request for additional information before he could feel comfortable awarding the project to Roads, Inc.

28. Mr. Love testified that he told Mr. Duncan that he refused to award Roads, Inc., without the construction schedule "based on a matter of principal." Mr. Love did not say he

refused to approve the project based on his religion. He did not say he needed an accommodation for his religion.

29. Mr. Duncan directed Mr. Love not to take any further action until they discussed Mr. Love's objection with the department manager, Joy Jones. During the conversation, Mr. Love became angry and yelled at Mr. Duncan.

30. Sharon Johnson, a project coordinator, witnessed the exchange between Mr. Love and Mr. Duncan. Specifically, Ms. Johnson observed Mr. Love and Mr. Duncan having the discussion about the Beulah-Helms project. Ms. Johnson described Mr. Love's demeanor as unhappy and upset. She testified that he raised his voice and yelled at Mr. Duncan. At the same time, Mr. Duncan attempted to calm Mr. Love. Ms. Johnson could not recall the substance of the discussion, but she testified without hesitation that Mr. Love did not mention anything about his religion. Ms. Johnson's testimony is found to be credible.

31. On January 26, 2015, Escambia County terminated Petitioner's contract.

32. Joy Jones, the Engineering Department manager, made the final decision to terminate Mr. Love's contract. Although Ms. Jones did not directly supervise Mr. Love, she was aware of the issues concerning his work performance and behavior through complaints from her staff who directly supervised Mr. Love.

After several complaints of angry outbursts, difficulty meeting deadlines, failure to save critical documents to the shared drive, inability to move projects in the process without reluctance, and inability to work with several supervisors, Ms. Jones made the decision to terminate Mr. Love's contract. Based on the evidence, Respondent has demonstrated that Mr. Love's termination was based on a legitimate business decision due to poor work performance and disruptive behavior.

33. Approximately one year after his termination, Mr. Love sent an email to the Escambia County Administrator, Jack Brown. The email complained of perceived damage to Mr. Love's reputation, credibility, and career. Mr. Love did not mention any complaint of religious discrimination or retaliation. In his response to Mr. Love, Mr. Brown explained that "in the project coordinator position staff must examine and thoroughly understand applicable process. Refusal and hesitation to perform job duties affect production, grant reimbursement deadlines, and citizen expectations."

34. Mr. Love did not explicitly mention anything about his religion or religious discrimination to any of his supervisors before he was terminated from Escambia County.

CONCLUSIONS OF LAW

35. Pursuant to sections 120.569 and 120.57(1), Florida Statutes (2016), the Division has jurisdiction over the subject matter and parties to this proceeding.

36. Section 760.10(1)(a), provides in pertinent part:

(1) It is an unlawful employment practice for an employer:

(a) To discharge or to fail or refuse to hire any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

37. The civil rights act defines "employer" as "any person employing 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, and any agent of such person." § 760.02(7), Fla. Stat.

38. Escambia County meets the definition of an employer.
Religious Discrimination

39. Petitioner filed a complaint alleging Respondent discriminated against him on the basis of his religion.

40. Section 760.11(1) provides, in pertinent part, that "[a]ny person aggrieved by a violation of ss. 760.01-760.10 may file a complaint with the [FCHR] within 365 days of the alleged violation." Petitioner timely filed his complaint.

41. Section 760.11(7) provides that upon a determination by the Commission that there is no reasonable cause to believe that a violation of the Florida Civil Rights Act of 1992 has occurred, "[t]he aggrieved person may request an administrative hearing under ss. 120.569 and 120.57, but any such request must be made within 35 days of the date of determination of reasonable cause." Following the Commission's determination of no cause, Petitioner timely filed his Petition for Relief from Unlawful Employment Practices and Request for Administrative Hearing, resulting in this hearing.

42. Chapter 760, Part I, is patterned after Title VII of the Civil Rights Act of 1964, as amended. When "a Florida statute is modeled after a federal law on the same subject, the Florida statute will take on the same constructions as placed on its federal prototype." Brand v. Fla. Power Corp., 633 So. 2d 504, 509 (Fla. 1st DCA 1994); see also Valenzuela v. GlobeGround N. Am., LLC, 18 So. 3d 17 (Fla. 3d DCA 2009); Fla. State Univ. v. Sondel, 685 So. 2d 923 (Fla. 1st DCA 1996); Fla. Dep't of Cmty. Aff. v. Bryant, 586 So. 2d 1205 (Fla. 1st DCA 1991).

43. Petitioner has the burden of proving by a preponderance of the evidence that Respondent committed an unlawful employment practice. See St. Louis v. Fla. Int'l Univ., 60 So. 3d 455 (Fla. 3d DCA 2011); Fla. Dep't of Transp. v. J.W.C. Co., 396 So. 2d 778 (Fla. 1st DCA 1981).

44. Employees may prove discrimination by direct, statistical, or circumstantial evidence. Valenzuela v. GlobeGround N. Am., LLC, 18 So. 3d at 22.

45. Direct evidence is evidence that, if believed, would prove the existence of discriminatory intent without resort to inference or presumption. Denney v. City of Albany, 247 F.3d 1172, 1182 (11th Cir. 2001); Holifield v. Reno, 115 F.3d 1555, 1561 (11th Cir. 1997). It is well established that "'only the most blatant remarks, whose intent could be nothing other than to discriminate . . . ' will constitute direct evidence of discrimination." Damon v. Fleming Supermarkets of Fla., Inc., 196 F.3d 1354, 1358-59 (11th Cir. 1999) (citations omitted).

46. Petitioner did not present any direct evidence of employment discrimination based on religion.

47. Similarly, Petitioner presented no statistical evidence of employment discrimination by Respondent against Petitioner.

48. In the absence of any direct or statistical evidence of discriminatory intent, Petitioner must rely on circumstantial evidence. In McDonnell Douglas Corp. v. Green, 411 U.S. 792 (1973), and as refined in Texas Dep't of Cmty. Affairs v. Burdine, 450 U.S. 248 (1981), and St. Mary's Honor Ctr. v. Hicks, 509 U.S. 502 (1993), the United States Supreme Court established the procedure for determining whether employment

discrimination has occurred when employees rely upon circumstantial evidence of discriminatory intent.

49. Under McDonnell Douglas, Petitioner has the initial burden of establishing a prima facie case of unlawful discrimination.

50. To establish a prima facie case of religious discrimination, a petitioner must demonstrate by a preponderance of the evidence that: 1) she is a member of a protected class; 2) she was qualified for the position; 3) she was subjected to an adverse employment action; and 4) her employer treated similarly-situated employees outside of her protected class more favorably than she was treated. Burke-Fowler v. Orange Cnty., 447 F.3d 1319, 1323 (11th Cir. 2006).

51. The first, second, and third prongs of the prima facie case have been met by Petitioner. Mr. Love is Christian, he was qualified for the position, and he was terminated by Escambia County.

52. In its proposed recommended order, Respondent argued Petitioner had not met the second prong of the McDonnell Douglas framework. However, Respondent did not provide support for that position, and Petitioner was employed in the position when he was terminated. Respondent's argument is therefore rejected.

53. Petitioner did not, however, prove the fourth prong, that other similarly-situated employees were treated more favorably than he.

54. An adequate comparator for Petitioner must be “‘similarly-situated’ in all relevant respects.” Valenzuela v. GlobeGround N. Am., 18 So. 3d at 23 (internal citations omitted); Johnson v. Great Expressions Dental Ctrs. of Fla., 132 So. 3d 1174 (Fla. 3d DCA 2014). The Johnson court explained the exacting nature of the similarly-situated comparator, as follows:

Similarly situated employees must have reported to the same supervisor as the plaintiff, must have been subject to the same standards governing performance evaluation and discipline, and must have engaged in conduct similar to plaintiff’s, without such differentiating conduct that would distinguish their conduct or the appropriate discipline for it.

Id. at 1176.

55. Petitioner has failed to prove by a preponderance of the evidence that Respondent treated similarly-situated employees outside his protected class more favorably than he. The evidence establishes that Petitioner was terminated for work performance and disruptive behavior. Petitioner did not identify any other non-Christian employees who were treated more favorably than he.

56. Thus, Mr. Love failed to prove by a preponderance of evidence a prima facie case of unlawful discrimination by Escambia County based on his religion under McDonnell Douglas.

57. If Petitioner had been able to prove his prima facie case by a preponderance of the evidence, the burden would shift to Respondent to articulate a legitimate, nondiscriminatory reason for its employment decision. Tex. Dep't of Cmty. Aff. v. Burdine, 450 U.S. at 255; Dep't of Corr. v. Chandler, 582 So. 2d 1183 (Fla. 1st DCA 1991). An employer has the burden of production, not persuasion, to demonstrate to the finder of fact that the decision was nondiscriminatory. Dep't of Corr. v. Chandler, supra. This burden of production is "exceedingly light." Holifield v. Reno, 115 F.3d at 1564; Turnes v. Amsouth Bank, N.A., 36 F.3d 1057, 1061 (11th Cir. 1994).

58. If the employer produces evidence that the decision was nondiscriminatory, then the complainant must establish that the proffered reason was not the true reason but merely a pretext for discrimination. St. Mary's Honor Ctr. v. Hicks, 509 U.S. at 516-518. In order to satisfy this final step of the process, Petitioner must "show[] directly that a discriminatory reason more likely than not motivated the decision, or indirectly by showing that the proffered reason for the employment decision is not worthy of belief." Dep't of Corr. v. Chandler, 582 So. 2d at 1186 (citing Texas Dep't of Cmty. Aff.

v. Burdine, 450 U.S. at 252-256). "[A] reason cannot be a pretext for discrimination 'unless it is shown both that the reason was false, and that discrimination was the real reason.'" (emphasis added). Fla. State Univ. v. Sondel, 685 So. 2d at 927 (citing St. Mary's Honor Ctr. v. Hicks, 509 U.S. at 515); see also Jiminez v. Mary Washington Coll., 57 F.3d 369, 378 (4th Cir. 1995). The demonstration of pretext "merges with the plaintiff's ultimate burden of showing that the defendant intentionally discriminated against the plaintiff." Holifield v. Reno, 115 F.3d at 1565.

59. In a proceeding under the Civil Rights Act, "[w]e are not in the business of adjudging whether employment decisions are prudent or fair. Instead, our sole concern is whether unlawful discriminatory animus motivates a challenged employment decision." Damon v. Fleming Supermarkets of Fla., Inc., 196 F.3d at 1361. As established by the Eleventh Circuit Court of Appeals, "[t]he employer may fire an employee for a good reason, a bad reason, a reason based on erroneous facts, or for no reason at all, as long as its action is not for a discriminatory reason." Nix v. WLCY Radio/Rahall Commc'ns, 738 F.2d 1181, 1187 (11th Cir. 1984). Moreover, "[t]he employer's stated legitimate reason . . . does not have to be a reason that the judge or jurors would act on or approve." Dep't of Corr. v. Chandler, 582 So. 2d at 1187.

60. In determining whether Respondent's actions were pretextual, the undersigned "must evaluate whether the plaintiff has demonstrated 'such weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in the employer's proffered legitimate reasons for its action that a reasonable factfinder could find them unworthy of credence.'" Combs v. Plantation Patterns, Meadowcraft, Inc., 106 F.3d 1519, 1538 (11th Cir. 1997).

61. Respondent presented evidence that Petitioner was terminated based on several issues including: his behavior in the work place, his inability to work with several supervisors, refusal to move projects without reluctance, and work performance. Respondent also offered evidence that inability to perform job duties without hesitation affects production, grant reimbursement deadlines, and citizen expectations. The evidence Respondent presented credibly articulated a legitimate business reason for terminating Petitioner.

62. To meet the requirements of the pretext step, Petitioner must produce sufficient evidence for a reasonable fact finder to conclude that the employer's legitimate, nondiscriminatory reason was "a pretext for discrimination." Laincy, 520 F. App'x. 780, 781 (11th Cir. 2013) (citing Vessels v. Atlanta Indep. Sch. Sys., 408 F.3d 763, 771 (11th Cir. 2005)). "Provided that the proffered reason is one that might

motivate a reasonable employer, an employee must meet that reason head on and rebut it, and the employee cannot succeed by simply quarreling with the wisdom of that reason." Id. Rather, the plaintiff must show "such weaknesses, implausibilities, inconsistencies, incoherencies or contradictions in the employer's proffered legitimate reasons . . . that a reasonable factfinder could find them unworthy of credence." Id.

63. Petitioner introduced no evidence to persuade the undersigned that Respondent's reasons for terminating his contract was a mere pretext.

64. For the reasons set forth herein, Petitioner did not meet his burden to prove a prima facie case of discrimination on the basis of religion. Respondent demonstrated legitimate nondiscriminatory reasons for its actions. Petitioner did not prove that Respondent's legitimate nondiscriminatory reason was a pretext.

Retaliation

65. A claim of retaliation involves section 760.10(7), which provides that: "It is an unlawful employment practice for an employer, . . . to discriminate against any person because that person has opposed any practice which is an unlawful employment practice under this section, or because that person has made a charge, testified, assisted, or participated in any

manner in an investigation, proceeding, or hearing under this section."

66. "Section 760.10(7), Florida Statutes, is virtually identical to its Federal Title VII counterpart, 42 U.S.C. § 2000e-3(a). The FCRA [Florida Civil Rights Act] is patterned after Title VII; federal case law on Title VII applies to FCRA claims." Hinton v. Supervision Int'l, Inc., 942 So. 2d 986, 989 (Fla. 5th DCA 2006) (citing Guess v. City of Miramar, 889 So. 2d 840, 846 n.2 (Fla. 4th DCA 2005)).

67. In construing 42 U.S.C. § 2000e-3(a), the Eleventh Circuit has held that: The statute's participation clause "protects proceedings and activities which occur in conjunction with or after the filing of a formal charge with the EEOC." The opposition clause, on the other hand, protects activity that occurs before the filing of a formal charge with the EEOC, such as submitting an internal complaint of discrimination to an employer, or informally complaining of discrimination to a supervisor. (citations omitted). Muhammed v. Audio Visual Servs. Group, 380 Fed. Appx. 864, 872 (11th Cir. 2010). The division of section 760.10(7) into the "opposition clause" and the "participation clause" is recognized by Florida state courts. See Blizzard v. Appliance Direct, Inc., 16 So. 3d 922, 925-926 (Fla. 5th DCA 2009).

68. In explaining the difference between the two clauses, the Second District Court of Appeal has held that:

FCRA's "opposition clause [protects] employees who have opposed unlawful [employment practices]. . . ." However, opposition claims usually involve "activities such as 'making complaints to management, writing critical letters to customers, protesting against discrimination by industry or by society in general, and expressing support of coworkers who have filed formal charges. . . .'" Cases involving retaliatory acts committed after the employee has filed a charge with the relevant administrative agency usually arise under the participation clause.

Carter v. Health Mgmt. Assoc., 989 So. 2d 1258, 1263 (Fla. 2d DCA 2008).

69. Petitioner did not introduce any direct or statistical evidence that proves Respondent retaliated against him as a result of Petitioner's opposition to acts of discrimination. Absent any direct or statistical evidence, Petitioner must prove her allegations of retaliation by circumstantial evidence. Circumstantial evidence of retaliation is subject to the burden-shifting analysis established in McDonnell Douglas.

70. To establish a prima facie case of retaliation under the opposition clause under McDonnell Douglas, a petitioner must demonstrate by a preponderance of the evidence "(1) that [he] engaged in statutorily protected expression; (2) that [he] suffered an adverse employment action; and (3) there is some

causal relationship between the two events.” (citations omitted). Holifield v. Reno, 115 F.3d at 1566; see also Muhammed v. Audio Visual Servs. Group, 380 Fed. Appx. at 872; Tipton v. Canadian Imperial Bank, 872 F.2d 1491 (11th Cir. 1989).

a. Statutorily-Protected Activity

71. Petitioner did not offer sufficient evidence to prove by the preponderance of evidence that Escambia County engaged in religious discrimination. Mr. Love’s claim that his objection to awarding the Beulah Helms project to Roads, Inc., as a matter of principle, and his subsequent request for information as a matter of principle, falls short of being discrimination on the basis of religion. Thus, Petitioner did not prove that he was engaged in a statutorily-protected activity.

b. Adverse Employment Action

72. Petitioner claims that Respondent terminated his contract after he requested additional information which he believed was an accommodation for his religion. Petitioner did suffer an adverse employment action when he was terminated on January 26, 2015.

c. Causal Connection

73. To prove the third element, Petitioner must demonstrate a causal connection between the protected activity and the adverse employment decision. This causal link element

is construed broadly, and may be established by a demonstration that the employer was aware of the protected conduct and that the protected activity and the adverse action were not “wholly unrelated.” Farley v. Nationwide Mut. Ins., 197 F.3d 1322, 1337 (11th Cir. 1999) (internal citations omitted); Olmstead v. Taco Bell Corp., 141 F.3d 1457, 1460 (11th Cir. 1998). Moreover, for purposes of demonstrating a prima facie case, close temporal proximity may be sufficient to show that the protected activity and adverse action were not wholly unrelated. Gupta v. Fla. Bd. of Regents, 212 F.3d 571, 590 (11th Cir. 2000).

74. Petitioner has not offered sufficient evidence to prove by a preponderance of evidence that there is a causal connection between any protected activity and the adverse employment. Therefore, Petitioner has failed to meet the third element.

75. Petitioner has failed to establish a prima facie case of retaliation.

76. Assuming Petitioner met his burden to prove a prima facie case of retaliation, Respondent met its burden to produce evidence of a legitimate nondiscriminatory reason for Petitioner’s termination as explained in paragraph 61 above.

Conclusion

77. Based on the foregoing, Petitioner did not prove his Charge of Discrimination. The undersigned therefore concludes that Respondent did not violate the Florida Civil Rights Act of 1992, and is not liable to Petitioner for discrimination in employment based on religion or retaliation.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Florida Commission on Human Relations issue a final order dismissing Petitioner's discrimination complaint and Petition for Relief consistent with the Findings of Fact and Conclusions of Law of this Recommended Order.

DONE AND ENTERED this 24th day of May, 2017, in
Tallahassee, Leon County, Florida.



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Filed with the Clerk of the
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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.