

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 22, 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 Bergosh.
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 ratify the following Proclamations:

A. The Proclamation dated June 2, 2017, welcoming the Pensacola-Panama City District's Annual Church School Convention delegates, clergy, and lay persons to Pensacola and designating June 7, 2017, as the "Pensacola-Panama City District's Annual Church School Convention Day; and

B. The Proclamation dated June 12, 2017, proclaiming June 13, 2017, as "Ms. Lelar Day."

7. Written Communication.

June 6, 2017, communication from Preston Murphy, Realtor Representing Mr. and Mrs. Vega, requesting that Escambia County provide relief of Code Enforcement Lien attached to 217 Rue Max Street.

Recommendation: That the Board review and consider the lien relief request made by Preston Murphy, Realtor representing Mr. and Mrs. Vega, against property located at 217 Rue Max Street.

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

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

Mrs. Vega made a written request for lien relief in February 2017. Due to Board policy, she was denied because she and her husband were the owners/violators at the time of the Special Magistrate Lien. Therefore, a denial letter was sent to the owner signed by the County Administrator.

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

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Estates at Griffith Park Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Estates at Griffith Park Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

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

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

10. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

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

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

11. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Robert's Ridge Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Robert's Ridge Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

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

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

12. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop:

- A. Approve that each District will received \$10 million for discretionary money from Local Option Sales Tax IV, \$1 million per year, per District, over ten years (C/W Item #5);
- B. Approve a Change Order to J. Miller Construction, Inc., for \$462,858.92, and direct the County Attorney to send a demand letter to Baskerville-Donovan, Inc., for that amount (C/W Item #6); and
- C. Continue forward with taking the Midtown Commerce Park property over from the City of Pensacola, in accordance with the letter received from the City of Pensacola stating that at its June 11 meeting, the Pensacola City Council approved the Mayor's recommendations to deed to the County, at no cost, the real property located at 3910 North Palafox Street, to de-annex the portion of the Midtown Commerce Park currently under City jurisdiction, and to agree not to annex any portion of the site, after development, for a period of 15 years (C/W Item #7).

13. 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 the May 31, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2017, as required by Ordinance Number 95-13; on May 31, 2017, the portfolio market value was \$278,917,887 and portfolio earnings totaled \$234,390 for the month; the short-term portfolio yield was 0.70%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.79%; the long-term CORE portfolio achieved a yield of 1.49%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.41%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the April 2017 Returns Received in May 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2017 returns received in the month of May 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eighth month of collections for the Fiscal Year 2017; total collections for the month of April 2017 returns was \$931,178.99; this is a 20.39% increase over the April 2016 returns; total collections year to date are 9.67% more than the comparable time frame in Fiscal Year 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 May 31, 2017;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 8, 2017;
- C. Approve the Minutes of the Regular Board Meeting held June 8, 2017;
- D. Approve the Minutes of the Executive Session held June 15, 2017; and
- E. Approve the Minutes of the Attorney-Client Session held June 15, 2017.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Supersession of the Existing General Agreement between the National Park Service Gulf Island National Seashore and Escambia County, Florida, Regarding the Pensacola Bay Ferry Passenger Service with a Revised General Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Agreements between the National Park Service-Gulf Islands National Seashore and Escambia County, Florida, regarding the Pensacola Bay ferry passenger service:

A. Supersede the existing General Agreement between the National Park Service Gulf Island National Seashore and Escambia County, Florida, with the revised General Agreement; and

B. Approve and authorize the Chairman to sign the revised General Agreement between the National Park Service-Gulf Islands National Seashore and Escambia County, Florida.

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

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

3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 25, 2017 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the May 25, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 4th of July Fireworks Display from a Barge off Quietwater Beach on the Sound Side of Pensacola Beach - 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 July 4th Fireworks Event to be held on a barge on the Soundside of Quietwater Beach from 8:30 p.m. through 9:00 p.m., Tuesday, July 4, 2017. The event is sponsored by the Pensacola Beach Chamber of Commerce, and the fireworks display will be presented by Pyro Shows, Inc.

5. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Fireworks Event to Be Held at the Nature Trail Community on West Nine Mile Road - 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, for a Fireworks Event to be held at the Nature Trail Community located on West Nine Mile Road, specifically at 8775 Foxtail Loop Road, and sponsored by the Nature Trail Home Owners Association , with the fireworks display presented by Pyro Shows, Inc., on Saturday, July 1, 2017, from 8:45 p.m. to 9:00 p.m.

6. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a 15-Minute Fireworks Event to Be Held at the Five Flags Speedway on Pine Forest Road - 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 for a 15-minute Fireworks Event, to be held at the Five Flags Speedway located on Pine Forest Road directly after the races, with the fireworks display presented by Pyro Shows, Inc., on Friday, June 30, 2017.

7. Recommendation Concerning the Request for Disposition of Property for the Property Appraiser's Office - Chris Jones, Escambia County Property Appraiser

That the Board approve the two Request for Disposition of Property Forms for the Property Appraiser's Office for all of the equipment, which is described and listed on the Request Forms, with reasons for disposition stated. The items are to be auctioned as surplus or disposed of properly.

8. Recommendation Concerning Reappointments to the Board of Electrical Examiners - Tim Tolbert, Building Official/Department Director

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

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

B. Reappoint the following two members for a three-year term, effective July 1, 2017, through June 30, 2020:

1. David R. Hawkins (Lay Person); and

2. Thomas J. McElhany, McElhany Electrical Company, Inc. (State Certified Electrical Contractor).

A Community and Media Relations General Alert, posted May 15, 2017, advising "Appointees Sought for Board of Electrical Examiners" received no responses as of the posted deadline of May 26, 2017. The current appointees have indicated that they wish to continue serving on the Board.

9. Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances Relating to Pensacola Beach Dog Parks - Tim Tolbert, Building Official/Department Director

That the Board authorize the scheduling of a Public Hearing on July 6, 2017, at 5:31 p.m., for consideration of amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances Relating to the Pensacola Beach Dog Parks.

10. Recommendation Concerning the 2017 National Association of Counties Annual Conference Voting Credentials Form - Jack R. Brown, County Administrator

That the Board take the following action concerning the 2017 National Association of Counties (NACo) Annual Conference, July 21-24, 2017, in Franklin County, Ohio:

A. Designate Commissioner Grover C. Robinson, IV, as Escambia County's delegate; and

B. Authorize the Chairman to sign the 2017 NACo {Voting} Credentials Identification Form.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida - Tamyra Jarvis, Corrections Department Director

That the Board take the following action concerning the First Amendment to the Professional Services Agreement between the First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

A. Approve the First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida. This Amendment increases the funding for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility from \$21,000 to \$30,500. This funding is provided by the First Judicial Circuit Court Administration; and

B. Authorize the Chairman to sign the Amendment.

[Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003]

2. Recommendation Concerning Amendment #010 to Agreement #A0150 between Escambia County and Big Bend Community Based Care, Inc. - Tamyra Jarvis, Director of Corrections

That the Board take the following action concerning the Amendment #010 to Contract #A0150 with Big Bend Community Based Care, Inc:

A. Approve Amendment #010 to Contract #A0150, which extends the funding providing for the establishment of a Forensic Mental Health Specialist position within the Community Corrections Division until June 30, 2018; and

B. Authorize the Chairman to sign Amendment #010 to Contract #A0150.

[Funding: This Contract is a fixed-rate Contract for a total of \$43,971, for Fiscal Year 2017/2018]

3. Recommendation Concerning the Surplus and Sale of Escheated and Foreclosed Properties Located in Districts 1, 2, 4, and 5 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of escheated and foreclosed properties located in Districts 1, 2, 4, and 5:

A. Declare surplus all escheated or foreclosed properties (not previously designated as surplus) located in Districts 1, 2, 4, and 5, that are determined not to be needed for County purposes;

B. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances;

C. Authorize staff to offer these properties for sale via online public auction, adjacent owner sale, or any other process statutorily available; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents necessary to complete the sale of these properties, without further action of the Board.

4. Recommendation Concerning Blighted Properties Located on Erress Boulevard and Diego Circle - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following June 22, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning Blighted Properties located on Erress Boulevard and Diego Circle within the Palafox Redevelopment Area (CRA):

A. Authorizing the expenditure of funds for appraisals, title insurance commitments, the purchase of tax certificates, demolition, surveys, and other related activities and obligations required by Florida Statue Chapter 163, Part III, Section 163.360; and

B. Authorizing staff to begin the process of negotiations with the parcel owners on Erress Boulevard and Diego Circle in anticipation of preparing subsequent recommendations to acquire and/or accept donations to develop or redevelop some or all of the parcels.

[Funding Source: Fund 151, Palafox CRA, Cost Center 370115; Fund 352, Natural Resources/CRA Local Option Sales Tax III, Cost Center 220102, Project 12NE1708 and Project 08NE0058; Fund 129, Neighborhood Enterprise Division (NED), 2016 CDBG, Cost Center 370228 and 2017 CDBG, Cost Center 370231; and Fund 101, CRA Safe Neighborhood, Cost Center 370104]

5. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following June 22, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
Caroline D. Kirk	401 South First Street	\$4,151
Tonja L. Holland	923 Fremont Avenue	\$1,050
David and Carol Richtmyre	403 Cary Memorial Drive	\$6,000

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

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

That the Board ratify the following June 22, 2017, 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 five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Margaret A. Cushing, owner of residential property located at 108 Second Street, Warrington Redevelopment District, each in the amount of \$3,490, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof;

2. The Agreements between Escambia County CRA and Connie Rossvanes, owner of residential property located at 811 Gordon Avenue, Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and James E. and Socorro L. Scarborough, owner of residential property located at 104 Milton Road, Barrancas Redevelopment District, each in the amount of \$3,180, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;

4. The Agreements between Escambia County CRA and Wendy E. Suermann, owner of residential property located at 215 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

5. The Agreements between Escambia County CRA and K2 R E Investments, LLC, owner of residential property located at 3981 West Gadsden Street, Brownsville Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to install central heating and air conditioning system, electrical rewiring, and install new roof; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

7. Recommendation Concerning a Resolution Authorizing the Sale of Transitional Housing Units at 3665 and 3675 Milford Street to Eligible Homebuyers - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Resolution authorizing the sale of Loaves and Fishes Soup Kitchen, Inc., transitional housing units at 3665 and 3675 Milford Street to lower income families who meet the State Housing Initiatives Partnership (SHIP) or U.S. Department of Housing and Urban Development (HUD) homebuyer eligibility requirements:

A. Adopt a Resolution authorizing Loaves and Fishes Soup Kitchen, Inc. to sell two single family transitional housing units located at 3665 Milford Street (Property Reference #372S311203000023) and 3675 Milford Street (Property Reference #372S311203000022) to documented SHIP or HUD eligible homebuyers at prices not to exceed \$85,000 per property (excluding closing costs);

B. Authorize the Chairman or Vice Chairman to execute the Resolution, and related documents as may be required, to complete the sale of the properties to eligible families; and

C. Authorize the Office of the Clerk of the Circuit Court to record the Resolution in the Official Records of Escambia County.

8. Recommendation Concerning Copier Lease with RJ Young Company, Inc. - Nick Simmons, County Extension Director, County Extension Services

That the Board award a Purchase Order for a 48-month lease for a Ricoh Model MPC4504 digital color copier system to RJ Young Company, Inc., for County Extension Services, for an annual amount of \$1,469.76, plus cost per copy at \$.0059 for black and white and \$.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 001, General Fund, Cost Center 221201, County Extension Services, Object Code 54401, Rentals and Leases]

9. Recommendation Concerning the Transportation Disadvantaged Trust Fund - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Transportation Disadvantaged Trust Fund:

A. Approve, adopt and authorize the Chairman to sign the Resolution authorizing the execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged, which authorizes the County Administrator or Assistant County Administrator to be named as the Board's Registered Agents in Florida, and authorize the County Administrator or Assistant County Administrator to execute the Grant Agreement on behalf of the Board;

B. Approve and authorize the County Administrator to sign the Transportation Disadvantaged Trip & Equipment Grant Application Form;

C. Approve and authorize the County Administrator to sign the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Agreement; and

D. Approve and authorize the County Administrator to sign the Transportation Disadvantaged Trip & Equipment Grant Standard Assurances.

[Funding: The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, "Mass Transit".

The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of \$589,116, towards the total expected cost of \$654,573. This Grant requires a 10% match. This amount, \$65,457.30, is partially funded through Voluntary Dollar Contributions, fare box proceeds, and monetary value of in-kind match, as outlined in the Trip & Equipment Grant Agreement.]

10. Recommendation Concerning the Perdido Landfill Haul Road Paving Project - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to issue a Purchase Order, per PD 14-15.064, General Paving and Drainage Pricing Agreement, to Panhandle Grading & Paving, in an amount not to exceed \$223,946.10, in total, for the Perdido Landfill Haul Road Paving Project.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

11. Recommendation Concerning Change Order #1 on Purchase Order 170739, a Blanket Purchase Order for Audiobooks and DVDs for all Locations Utilizing State Contract #715-001-07-1 - Todd J. Humble, Library Services, Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the continued utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1, for the purchase of materials for the West Florida Public Libraries:

Department:	Library Services
Division:	Library Operations
Type:	Addition
Amount:	\$23,900
Vendor:	Midwest Tape, LLC
Project Name:	Audiobooks and DVDs for all library locations
Contract:	State #715-001-07-1
Purchase Order No.:	170739
Change Order (CO) No.:	1
Original Award Amount:	\$96,000
Cumulative Amount of Change orders through this C.O.:	\$23,900
New Purchase Order Total:	\$119,900

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 55401]

12. Recommendation Concerning Change Order #2 on Purchase Order 170738, a Blanket Purchase Order for Books for all Locations Utilizing State Contract #715-001-07-1 - Todd J. Humble, Library Services, Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the continued utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1, for the purchase of materials for the West Florida Public Libraries:

Department:	Library Services
Division:	Library Operations
Type:	Addition
Amount:	\$60,600
Vendor:	Brodart Company
Project Name:	Books for all library locations
Contract:	State #715-001-07-1
Purchase Order No.:	170738-1
Change Order (CO) No.:	2
Original Award Amount:	\$200,000
Cumulative Amount of Change Orders through this C.O.:	\$54,800
New Purchase Order Total:	\$254,800

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601]

13. Recommendation Concerning a Resolution of Support for Project Valor - Amy Lovoy, Assistant County Administrator

That the Board adopt and authorize the Chairman to sign a Resolution for Project Valor, supporting their approval as a Qualified Target Industry (QTI) under F.S. 288.106 and agreeing to provide local financial support of \$12,000, which equals 20% of the total tax refund as required by the QTI Tax Refund Program of the State of Florida, subject to approval of Project Valor's application to the Program.

[Funding Source: Economic Development Fund 102 - \$12,000]

14. Recommendation Concerning the Interlocal Agreement between Escambia County and Santa Rosa Island Authority for Animal Control Officer Services on Santa Rosa Island - Tim Tolbert, Building Official/Department Director

That the Board take the following action:

A. Approve the Interlocal Agreement between Escambia County, Florida, and Santa Rosa Island Authority Relating to Animal Control Officer Services on Santa Rosa Island; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: Fund 001, General Fund, Cost Center 250207, Account 51201]

15. 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.

16. Recommendation Concerning the Purchase of One Aerial Bucket Truck for Public Works/Transportation and Traffic Division - Paul R. Nobles, Office of Purchasing, Purchasing Manager

That the Board take the following action:

A. Authorize the County to utilize the NJPA (National Joint Powers Alliance) Contract #031914-ALT, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, exemptions; and Section 46-64, Board approval; and

B. Approve the issuance of a Purchase Order to Altec Industries, Inc., per the specifications of VE 16-17.011 Transportation and Traffic Division #1 - 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated), in the amount of \$126,928.

[Funding: Fund 175, "Transportation Trust Fund," Cost Center 211201, "Transportation and Traffic," Object Code 56401, "Machinery and Equipment"]

17. Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Street - Jack R. Brown, County Administrator

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, , from July 1, 2017, to June 30, 2020.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be \$324,566.35]

18. Recommendation Concerning a Contract Award for Bristol Park Demolition - Paul Nobles, Office of Purchasing, Purchasing Manger

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Bellview Site Contractors, Inc., per the terms and conditions of PD 16-17.032, Bristol Park Demolition, for a sum of \$240,888.

[Funding: Fund 352, LOST III, Cost Center 210120, Object Code 56301, Project Number 16EN3595]

19. Recommendation Concerning Amendment of Agreement for OLF-X Phase 1, Earthwork - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement between Escambia County, Florida, and J. Miller Construction, Inc., per the terms and conditions of PD 15-16.067, OLF-X Phase 1 – Earthwork, which was approved by the Board August 3, 2016, to amend the agreement as follows:

Exhibit A, Section 4, Paragraph 4.5 of the Agreement is hereby amended as follows:

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. After 50-percent completion of the Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment whichever is less. In addition, after 50-percent completion of the Work, the Contractor may request the release of up to one-half of the retainage then held by the County, and unless there are adequate grounds to withhold payment, the County shall release that portion of the retainage. The remainder retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

~~Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.~~

Exhibit A, Section 4 of the Agreement is hereby amended to include the following:

4.9 All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property Located at 14777 Perdido Key Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Acquisition of Real Property located at 14777 Perdido Key Drive:

A. Approve, by super majority vote, or deny the counter offer purchase price of \$950,000, for property located at 14777 Perdido Key Drive;

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.91 acres) located at 14777 Perdido Key Drive, from the property owners, and to 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 this property without further action of the Board (if the purchase is approved).

[Funding Source: Fund 352, "LOST III," Cost Center 110267, Object Code 56101, Project #17PF3862]

2. Recommendation Concerning Reappointments/Appointments to the Contractor Competency Board - Tim Tolbert, Building Official/Department Director

That the Board take the following action concerning reappointments/appointments to the Escambia County Contractor Competency Board:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Erwin D. Waters (State Certified General Contractor), for a three-year term, effective July 1, 2017, through June 30, 2020; and

B. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint/appoint three of the following candidates for a three-year term, to serve as lay members, effective July 1, 2017, through June 30, 2020:

1. John H. Matthews (reappointment); and/or
2. Brian P. Bell, Sr. (reappointment); and/or
3. Dwayne Eric Pickett (reappointment); and/or
4. Brooks R. Hays (appointment); and/or
5. Larry Downs, Jr. (appointment).

A Community and Media Relations General Alert, posted May 3, 2017, advising "Appointees Sought for Contractor Competency Board" received six total responses by the posted deadline of May 17, 2017. Two of the responses were from new candidates desiring to serve on the Board, and four of the responses were from current appointees indicating that they wish to remain on the Board.

3. Recommendation Concerning a Reappointment or an Appointment to the Area Housing Commission - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment or an appointment to the Area Housing Commission:

A. Reappoint Carl E. Reeves to serve another four-year term, effective retroactively June 20, 2017, through June 19, 2021; or

B. Appoint one of the following candidates to serve a four-year term, effective June 22, 2017, through June 21, 2021:

1. John W. Carrell; or
2. Kathleen A. Wilks.

The candidates noted above all responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from May 11, 2017, to May 25, 2017, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Authorization of the Payment of Deed Documentary Stamps for the Real Property Located at 176 Talladega Trail, owned by Ernest C. Wulzer and Rebecca L. Wulzer

That the Board authorize payment of deed documentary stamps for the real property located at 176 Talladega Trail, owned by Ernest C. Wulzer and Rebecca L. Wulzer, because the real property is being purchased for governmental use and the County benefits from the purchase because of the settlement of pending litigation. This Board previously approved the settlement agreement, dated May 25, 2017, in Case Nos. 2004 CA 001431 and 2014 CA 000957, Ernest C. Wulzer and Rebecca L. Wulzer v. Escambia County.

14. Items added to the agenda.

15. Announcements.

16. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12376

Proclamations 6.

BCC Regular Meeting

Meeting Date: 06/22/2017

Issue: Ratification of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board ratify the following Proclamations:

A. The Proclamation dated June 2, 2017, welcoming the Pensacola-Panama City District's Annual Church School Convention delegates, clergy, and lay persons to Pensacola and designating June 7, 2017, as the "Pensacola-Panama City District's Annual Church School Convention Day; and

B. The Proclamation dated June 12, 2017, proclaiming June 13, 2017, as "Ms. Lelar Day."

BACKGROUND:

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:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pensacola-Panama City District's Annual Church School Convention

Ms. Lelar Day

PROCLAMATION

WHEREAS, Pensacola's Allen Chapel A.M.E. Church is hosting the Pensacola-Panama City District's Annual Church School Convention June 7 – 9, 2017; and

WHEREAS, the African Methodist Episcopal Church is the largest predominantly African-American denomination in the United States; and

WHEREAS, the African Methodist Episcopal Church grew out of the Free African Society (FAS), which Richard Allen, Absalom Jones, and other free blacks established in Philadelphia in 1787; and

WHEREAS, the church's roots are of the family of Methodist churches; and

WHEREAS, because of crime and a lack of ethical behavior leading to a breakdown of our society, this year's theme is "Going Fishing; Evangelism a Lifetime Investment"; and

WHEREAS, the city of Pensacola, Florida, was extremely hospitable during the hosting of the Pensacola-Panama City District's Annual Church School Convention in June 2016 so the District opted to return to the Western gate of the Sunshine State in 2017; and

WHEREAS, the Pensacola-Panama City District joins forces with the Escambia County Board of County Commissioners, Sheriff's Office, Chief of Police, and other interested entities in bringing our community together in love and harmony.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, welcomes the Pensacola-Panama City District's Annual Church School Convention delegates, clergy, and lay persons to Pensacola and designates June 7, 2017, as the "Pensacola-Panama City District's Annual Church School Convention Day."

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



Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

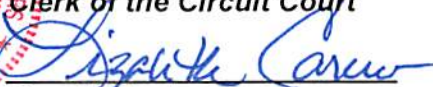
Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five



ATTEST: Pam Childers
Clerk of the Circuit Court



Deputy Clerk

Dated: June 2, 2017

PROCLAMATION

WHEREAS, Ms. Lelar Steen-Askew was a resident of Pensacola for over 50 years. A devoted Christian, she was the church treasurer for Hurst Chapel AME Church for 10 years. She was an active member of Bethel AME Church for 40 years until her death; and

WHEREAS, she was known as a neighborhood mother in her community offering advice and wisdom to many youths and young adults; and

WHEREAS, during her tenure as an employee on the Naval Air Station until her retirement, she became a military mother to many servicemen and servicewomen, who were serving away from home; and

WHEREAS, Ms. Steen-Askew would volunteer her time to work in both local and national political campaigns. She would also volunteer to work election polls due to her belief in democracy; and

WHEREAS, Ms. Steen-Askew, who was affectionately known as "Ms. Lelar" truly believed that it takes a village to raise a child and lived as she believed to be righteous.

NOW, THEREFORE, as a result of her contribution to her community the Board of County Commissioners officially proclaims June 13, 2017 as "Ms. Lelar Day."

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



Jeff Bergosh, Vice Chairman, District One

Douglas Underhill, Chairman, District Two

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

Dated: June 12, 2017



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12343

Written Communication 7.

BCC Regular Meeting

Meeting Date: 06/22/2017

Issue: Environmental (Code) Enforcement Lien Relief- 217 Rue Max Street

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

June 6, 2017, communication from Preston Murphy, Realtor Representing Mr. and Mrs. Vega, requesting that Escambia County provide relief of Code Enforcement Lien attached to 217 Rue Max Street.

Recommendation: That the Board review and consider the lien relief request made by Preston Murphy, Realtor representing Mr. and Mrs. Vega, against property located at 217 Rue Max Street.

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

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

Mrs. Vega made a written request for lien relief in February 2017. Due to Board policy, she was denied because she and her husband were the owners/violators at the time of the Special Magistrate Lien. Therefore, a denial letter was sent to the owner signed by the County Administrator.

BACKGROUND:

In 2013, the owners of 217 Rue Max Street were noticed for dilapidated structure, overgrowth, trash and debris. The owners failed to abate violations and a special magistrate hearing was scheduled. The owners were found to be in violation of Escambia County Code and an order was issued. The owners had until June 9, 2014, to comply. A \$50 per day fine was issued and court cost in the amount of \$1,100 was awarded to Escambia County.

The owner failed to comply with the order resulting in Escambia County abating all violations. The abatement cost was \$7,500.

February 2017, Mrs. Vega made a request for lien relief. Due to Board Policy, she was denied because she and her husband were the owners/violators at the time of the Special Magistrate Order.

Received an email from Preston Murphy, Realtor for owners, requesting the Board accept a settlement in the amount of \$6,200 once the property is sold (see attachment). The total hard cost for this lien is \$8,600 (\$1,100 court cost and \$7,500 abatement cost).

BUDGETARY IMPACT:

Fines	\$7,750.00	(\$50.00 per day 6/10/14 - 11/12/14)
Court Cost	\$1,100.00	
Abatement Cost	<u>\$7,500.00</u>	
Total	\$16,350.00	

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

217 Rue Max Street

Sandra F Slay

From: Judy H. Witterstaeter
Sent: Tuesday, June 06, 2017 10:27 AM
To: Sandra F Slay
Cc: Tara D. Cannon
Subject: FW: 217 Rue Max - Satisfaction of Lien w/ Contract
Attachments: 217 Rue Max.pdf; Copy of Lien - \$16,479.pdf

Importance: High

Good morning, Sam,

I am forwarding the email from Preston Murphy regarding the parcel located at 217 Rue Max, Pensacola, Florida. Is this issue something that you will handle through the Written Communication process?

Thanks for your help,

Judy

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

From: Preston Murphy [<mailto:prestonkmurphy@gmail.com>]
Sent: Tuesday, June 06, 2017 9:58 AM
To: Judy H. Witterstaeter
Cc: Tara D. Cannon
Subject: 217 Rue Max - Satisfaction of Lien w/ Contract

Hi Judy,

I am the Realtor representing the sellers, Mr. and Mrs. Vega, in the potential sale of the vacant land parcel located at 217 Rue Max, Pensacola, FL 32507.

I have secured a contract on this parcel for \$8,500. In completing the title search, it was revealed that there is a lien on the property in excess of \$16,000 (attached).

The "hard costs" between the court costs and the abatement are estimated at approximately \$8,600. Nevertheless, the assessed value is only \$8,000.

The seller has no financial resources and cannot payoff the lien.

Therefore, unless we reach an agreement for the County to accept the net proceeds that are due from this sale, the property will be foreclosed upon, and the property will be sold, once again, for only the assessed value of \$8,000. In which case, the economic outcome for the County will be the same -- accepting the same net proceeds.

With your help, I'm writing to ask if the County will accept \$6,200 of the net proceeds for this property in exchange for satisfying the liens so that the new buyer can obtain a marketable, clear title. This is the logical, and most efficient path forward.

Please advise.

To your success,

--
Preston Murphy, MBA
REALTOR®
The Harmon Murphy Group, LLC
(850) 380-0571 | Direct
(850) 471-5029 | Assistant



Hire a REALTOR® with a proven track record of success!
Click [HERE](#) to see my Zillow Reviews

Disclaimer: Emails neither constitute acceptance of conducting transactions via electronic means nor create a binding contract unless a written contract is signed by the parties.

Seller Net Sheet

Property details

Sales Price: \$8,500.00	State: FL	Purchase w Financing
Closing Date: 07/31/2017	County: Escambia	
Address: 217 Rue Max Street, Pensacola, FL, United States		

Sales Price **\$8,500.00**

Title Charges

Closing Fee \$250
Owner's Title Insurance \$50
Lender's Title Insurance \$12.5
Search Fee \$37.5
Municipal Lien Search \$47.5
-\$397.50

Recording & Transfer

Doc Stamps \$59.5
-\$59.50

Payoff Loans

Payoff Loans: \$0.00
2nd Lien Payoff: \$0.00
\$0.00

Real Estate Commissions

Listing Broker Commission: \$510.00
Buyer Broker Commission: \$0.00
Additional Broker Commission: \$200.00
-\$710.00

Property Tax

County taxes: \$76.41 credit from seller
-\$76.41

Homeowner's Association

\$0.00

Other Expenses

\$0.00

Seller Credit

Estimated Net Proceeds **\$7,256.59**

DISCLAIMER:

**Calculator is provided for illustrative purposes only. It shall not constitute an offer, of agreement or contract. Surety Land Title makes no guarantee or assurance concerning the accuracy of the information produced by the calculator. The calculator and the data produced by it are provided without representation or warranty from Surety Land Title of any kind. To ensure that all figures and calculations are correct, we encourage you to contact Surety Land Title representative to discuss your specific title insurance needs. Powered by TitleCapture.com.*

Prepared by



**Diane Harmon & Preston
Murphy**
REALTORS®
The Harmon Murphy Group, LLC
(850) 471-5029 (p)
PrestonMurphy@KW.com

(Signature)

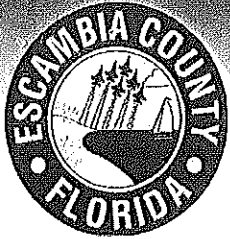
Title fees provided by



Shawn McCorkle
Sales & Business Development

850.384.6347,
smccorkle@suretyland.com

DISCLAIMER: Calculator is provided for illustrative purposes only. The parties featured on this estimate make no guarantee or other assurance concerning the accuracy



Board of County Commissioners • Escambia County, Florida

Jack R. Brown
County Administrator

March 7, 2017

Mrs. Gloria C. Vega
2080 Americas avenue
Pensacola, Florida 32507

Re: Denial Letter - 217 Rue Max Avenue, Pensacola, Florida

Dear Mrs. Vega:

On August 21, 2014, the Board of County Commissioners adopted a policy that provides guidelines for relief from Environmental (Code) Enforcement Special Magistrate liens. This policy gives me the discretion to grant relief from the administrative fines that have accrued on a Code Enforcement lien without further action from the Board of County Commissioners if all of the following criteria have been satisfied:

- 1) The property to be released from the Code Enforcement lien is free from all Code Enforcement violations and has an assessed value of \$50,000 or less.
- 2) The violator and/or owner named in the Code Enforcement lien are not in the chain of title of the person requesting the relief. (i.e., the person requesting the relief acquired the property via a foreclosure sale or tax deed auction.)
- 3) The person requesting relief is not related to the violator and/or owner named in the Code Enforcement lien, has no history of code enforcement violations and pays all of the fees/costs other than the administrative fines accruing on the Code Enforcement lien. (Including the administrative fees and recording costs charged by the Clerk of the Circuit Court)

After reviewing your request for relief from the Escambia County Code Enforcement lien described in your letter dated February 23, 2017 to Sandra Slay, Division Manager. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2., A.2 – Relief shall not be available to the violator and/or owner named in the Code Enforcement Lien.

If you wish to appeal my decision, you may request to be placed on the Board's agenda under written communication. This would allow you to present your case directly to the

23 February 2017

RECEIVED

FEB 28 2017

ENVIRONMENTAL
CODE ENFORCEMENT

Ms. Sandra Blay
Office of Special Magistrate
In and for Epcambia County

Re: Case #CE 13-10-01144
Location 217 Rue Max Ave,
PR# 5025305012009027

Ms. Blay,

I tried to get in contact with you in person a few times and I guess you have been busy and away from your desk. I don't know if you have received my first letter similar to this but I didn't get a response not even on the phone. So here I am appealing once more to the county as suggested by Miss Janice Billey. I made contact even with our realtor but I guess it's nothing they can do about it to help me out. As I have wrote in my first letter, the reason I (we) never got in contact with the county when this order was allegedly sent to us was because I never got it nor even read

about it. I would have not let it go this far for that obligation if we've read or even remotely saw it at hand. We've always taken responsible for anything. And for this one, we surely, with no malice or neglect would we have let it go especially with the built up fine.

So once again I'm appealing to your understanding ^{to} our situation and our condition of just living in our means. Right now we are just living with my daughter and her husband.

I have offered half of the sale price of the property to at least cover our cost of penalty which is just about \$3500. Right now I'm also counting on the other half to pay expenses to travel to my country in a week's time because I need to seek for a compatible donor from siblings back home. You see, I have the 'C' word, one my husband doesn't even know coz his health can't take it. This travel of mine is a double purpose: my own personal one as I have mentioned and because my sister got killed by a motorcyclist. I don't have to explain any further how much desperation and

appealing I am asking now.

Please look into our situation. If the county could just review our situation. Once again I'm deeply appealing to your compassion and consideration. If the county agrees I'll be able to pay expenses if any of my sibling is compatible with my marriage.

Ms. Gray, please help me. I want to wait a little longer to be with my family. I'm sure you can understand and maybe the county, too.

Sincerely,
(Mtz) Gerico Vega

P.S.

If ever you can respond this time I may already be in my country. So please understand again my situation. I'll be back after I pay respect to ^{my} family back home. I greatly appreciate for any consideration.

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 13-10-01144
Location: 217 Rue Max Ave
PR# 502S305012009027

Vega Arturo Latoga & Gloria C
2080 Americas Ave
Pensacola, FL 32507

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015007390 01/30/2015 at 11:28 AM
OFF REC BK: 7292 PG: 1630 - 1630 Doc Type: CEL1
RECORDING: \$10.00

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of March 11, 2014; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (cc), and (dd), Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated March 11, 2014.

Itemized Cost

a. Fines (\$50.00 per day 6/10/14-11/12/14)	\$ 7,750.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>7,500.00</u>

Total: \$16,350.00

DONE AND ORDERED at Escambia County, Florida on this 27 day of July 2015.



Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014018620 03/19/2014 at 04:51 PM
OFF REC BK: 7147 PG: 1139 - 1143 Doc Type: CEL
RECORDING: \$44.00

VS.

**CASE NO: CE#13-10-01144
LOCATION: 217 Rue Max Ave
PR#502S305012009027**

**Vega Arturo Latoga & Gloria C
217 Rue Max Ave
Pensacola, FL 32507**

*Vega Arturo Latoga
2080 AMERICUS AVE.
PENSACOLA FLORIDA 32507*

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, Colon Latoga, 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 OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: *[Signature]* D.C.
DATE: 3-19-14

- 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: Vega Arturo Lopez & Gloria Cortese shall have until June 9, 2014 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 June 10, 2014. 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 \$ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Vera Antero Latorre & Gladys P. Latorre

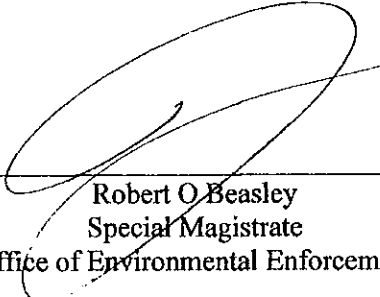
This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute 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 11th day of March, 2014.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12347

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 06/22/2017

Issue: 5:31 p.m. Public Hearing to Adopt the Estates at Griffith Park
Subdivision Street Lighting MSBU Ordinance

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Estates at Griffith Park Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Estates at Griffith Park Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

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

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The owners of the property contained in Estates at Griffith Park Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

The developer, Mulholland Land Company LLC, owns 100% of the 59 properties that will make up the lighting district. The developer submitted a Letter of Request asking to create the MSBU for street lighting, and this letter meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$59.30 for the first assessment which will cover approximately 15 months and a 10% reserve, and then will decrease to an estimated 12 month assessment of \$43.13.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Estates at Griffith Park Ordinance

ORDINANCE 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 55, SECTIONS 70-500.266 - 70-500.273 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE ESTATES AT GRIFFITH PARK SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Estates at Griffith Park Subdivision Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2016-155**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Estates at Griffith Park Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 59 properties in this proposed district, and the property owners within the Estates at Griffith Park Subdivision submitted a letter to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Estates at Griffith Park Subdivision.

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

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

Section 2: Part I, Chapter 70, Article III, Division 55, Sections 70-500.266 through 70-500.273 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 55. – ESTATES AT GRIFFITH PARK SUBDIVISION

Sec. 70-500.266. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.267. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Estates at Griffith Park Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.*"

Sec. 70-500.268. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Estates at Griffith Park Subdivision Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

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

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting for the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

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

E. *District* shall mean that geographical area of the Estates at Griffith Park Subdivision Street Lighting MSBU described hereafter.

The Estates at Griffith Park Subdivision Street Lighting District shall include the following:

A subdivision of a portion of Section 24, Township 1 North, Range 31 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Pages 48 & 48A, all properties excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and as further described in **Exhibit A**, attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

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

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

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

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.269. - DISTRICT CREATED. There is hereby created within Escambia County the *Estates at Griffith Park Subdivision Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.270. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

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

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

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

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

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.271. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from improved

street lighting will vary according to the linear footage along the affected streets because of the large differential in Lot size throughout the District.

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

D. Lots within the District which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.272. - NON-AD VALOREM SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

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

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.274. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

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

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner that the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

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

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance"

may be changed to section, article, or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

DONE AND ENACTED this ____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

Approved as to form and legal
sufficiency,

By/Title: Edward A. A. A.
Date: 6/5/17

Exhibit A

DESCRIPTION:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE
SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID
SECTION 24 A DISTANCE OF 580.01 FEET;
THENCE DEPARTING SAID SOUTH LINE GO NORTH 00 DEGREES 05 MINUTES 09
SECONDS WEST A DISTANCE OF 630.45 FEET;
THENCE GO SOUTH 88 DEGREES 56 MINUTES 11 SECONDS WEST A DISTANCE OF
636.48 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD
#297-A (100' RIGHT-OF-WAY);
THENCE GO NORTH 00 DEGREES 05 MINUTES 53 SECONDS EAST ALONG SAID
EAST RIGHT-OF-WAY LINE A DISTANCE OF 680.85 FEET;
THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE GO NORTH 89 DEGREES 56
MINUTES 26 SECONDS EAST A DISTANCE OF 591.92 FEET;
THENCE GO NORTH 00 DEGREES 54 MINUTES 37 SECONDS WEST A DISTANCE OF
23.45 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF
THE SOUTHWEST QUARTER OF SAID SECTION 24;
THENCE GO NORTH 89 DEGREES 03 MINUTES 50 SECONDS EAST ALONG SAID
NORTH LINE A DISTANCE OF 631.18 FEET TO THE NORTHEAST CORNER OF THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;
THENCE GO SOUTH 00 DEGREES 16 MINUTES 59 SECONDS WEST ALONG THE
EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID
SECTION 24 A DISTANCE OF 1325.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 24,
TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS
27.64 ACRES, MORE OR LESS.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12345

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 06/22/2017

Issue: 5:32 p.m. Public Hearing to Adopt the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting MSBU Ordinance

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

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

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The owners of the property contained in Quail Run, Quail Run North, and a portion of Candlestick Woods have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 327 properties, and of these, 63% of the property owners signed the petition in favor. This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$73.06 for the first assessment which will cover approximately 15 months and a 10% reserve, and then will decrease to an estimated 12 month assessment of \$53.13.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Quail Run Ordinance

ORDINANCE 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 57, SECTIONS 70-500.282 - 70-500.289 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE QUAIL RUN, QUAIL RUN NORTH, AND A PORTION OF CANDLESTICK WOODS STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2016-155**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Quail Run, Quail Run North, and a portion of Candlestick Woods have met the criteria established by the Board of County Commissioners for MSBU, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 327 properties in this proposed district, and the property owners in the Quail Run, Quail Run North, and a portion of Candlestick Woods have submitted a petition to the Board of County Commissioners that included the signatures of more than 55% of the total of such owners; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Quail Run, Quail Run North, and a portion of Candlestick Woods.

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

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

Section 2: Part I, Chapter 70, Article III, Division 57, Sections 70-500.282 through 70-500.289 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 57. – QUAIL RUN, QUAIL RUN NORTH, AND A PORTION OF CANDLESTICK WOODS

Sec. 70-500.282. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.283. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Service Benefit Unit Ordinance.*"

Sec. 70-500.284. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

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

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

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

E. *District* shall mean that geographical area of the Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Service Benefit Unit described hereafter.

The Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting District shall include the following:

A subdivision of a portion of Section 7, Township 1 South, Range 30 West, Escambia County, Florida, classified by the Property Appraiser's records in the following:

Quail Run / Quail Run North

- Plat Book 9, Page 86
- Plat Book 12, Page 25
- Plat Book 13, Pages 29, 96
- Plate Book 14, Pages 40, 52, 68

Portions of Candlestick Woods

- Plate Book 13, Pages 9, 83
- Plate Book 16, Page 1

Excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in **Exhibit A**, attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

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

H. *Improvements*: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

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

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.285. - DISTRICT CREATED. There is hereby created within Escambia County the *Quail Run, Quail Run North, and a portion of Candlestick Woods Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.286. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

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

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

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

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

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.287. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

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

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.288. - SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

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

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.289. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

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

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

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

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State

DONE AND ENACTED this ____ day of _____ 2017.

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

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

Approved as to form and legal sufficiency.

By/Title: K. A. [Signature]
Date: 12/5/17

EXHIBIT A

The Quail Run, Quail Run North, and a portion of Candlestick Woods Street Lighting Municipal Service Benefit Unit District shall include parcels in the following list and geographic areas, and all properties benefitting from street lights, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones:

071S302400250001	071S302400140001	071S302400230001	071S302401001002
071S302400028004	071S302400360001	071S302400001003	071S302401014003
071S302400100002	071S302400030002	071S302400008004	071S302401010001
071S302400034004	071S302400031004	071S302400000010	071S302401005001
071S302400180001	071S302400270001	071S302400032004	071S302401028003
071S302400070002	071S302400070001	071S302400110002	071S302401006001
071S302400011004	071S302400220001	071S302400012004	071S302401010003
071S302400040002	071S302400010001	071S302400370001	071S302401026003
071S302400380001	071S302400340001	071S302400022004	071S302401008003
071S302400025004	071S302400006003	071S302400280001	071S302401011001
071S302400170001	071S302400170002	071S302400330001	071S302401027003
071S302400001004	071S302400150001	071S302400040001	071S302401018003
071S302400090001	071S302400050001	071S302400160001	071S302401009001
071S302400311001	071S302400005004	071S302400130002	071S302401002002
071S302400310001	071S302400029004	071S302400035004	071S302401030003
071S302400060002	071S302400120001	071S302400004004	071S302401011003
071S302400010002	071S302400400001	071S302400005003	071S302401020003
071S302400130001	071S302400350001	071S302400120002	071S302401001001
071S302400030001	071S302400021004	071S302400240001	071S302401002001
071S302400015004	071S302400018004	071S302400110001	071S302401006003
071S302400020002	071S302400014004	071S302400150002	071S302401013003
071S302400009004	071S302400050002	071S302400100001	071S302401007003
071S302400013004	071S302400300001	071S302400002003	071S302401009003
071S302400160002	071S302400210001	071S302400290001	071S302401003001
071S302400200001	071S302400033004	071S302400030004	071S302401023003
071S302400023004	071S302400007004	071S302400027004	071S302401015003
071S302400026004	071S302400016004	071S302400320001	071S302401001003
071S302400080001	071S302400010004	071S302400003004	071S302401022003
071S302400024004	071S302400390001	071S302401016003	071S302401003003
071S302400020001	071S302400060001	071S302401013001	071S302401024003
071S302400002004	071S302400017004	071S302401029003	071S302401017003
071S302400190001	071S302400260001	071S302401004002	071S302401021003
071S302400019004	071S302400081002	071S302401032003	071S302401007001
071S302400004003	071S302400090002	071S302401004003	071S302401004001
071S302400020004	071S302400140002	071S302401002003	071S302401003002

071S302401033003	071S303500006002	071S303500047001	071S303500018002
071S302401012003	071S303500026003	071S303500036001	071S303500030001
071S302401005003	071S303500003004	071S303500012002	071S303500029001
071S302401019003	071S303500011002	071S303500011006	071S303500040001
071S302401012001	071S303500027001	071S303500010001	071S303500014003
071S302401034003	071S303500017003	071S303500048001	071S303500002002
071S302401031003	071S303500012003	071S303500011001	071S303500020003
071S302401008001	071S303500007006	071S303500028003	071S303500008003
071S302401025003	071S303500046001	071S303500001002	071S303500002001
071S303500025001	071S303500008002	071S303500022001	071S303500038001
071S303500015002	071S303500020001	071S303500006004	071S303500002006
071S303500002003	071S303500009006	071S303500050001	071S303500044001
071S303500016002	071S303500023003	071S303500001006	071S303500005004
071S303500022002	071S303500015001	071S303500049001	071S303500042001
071S303500010003	071S303500045001	071S303500021002	071S303500019002
071S303500014002	071S303500002004	071S303500035001	071S303500053001
071S303500023002	071S303500013002	071S303500015003	071S303500004006
071S303500008006	071S303500021001	071S303500033001	071S303500001003
071S303500012001	071S303500051001	071S303500005006	071S303500017001
071S303500003003	071S303500018001	071S303500020002	071S303500024002
071S303500043001	071S303500007003	071S303500041001	071S303500004004
071S303500018003	071S303500013001	071S303500012006	071S303500026001
071S303500006006	071S303500024001	071S303500008001	071S303500003002
071S303500013003	071S303500039001	071S303500021003	071S303500028001
071S303500023001	071S303500016001	071S303500006003	071S303500009003
071S303500004002	071S303500016003	071S303500001004	071S303500032001
071S303500034001	071S303500010006	071S303500009001	071S303500011003
071S303500010002	071S303500001001	071S303500019001	071S303500037001
071S303500022003	071S303500005003	071S303500024003	071S301401004010
071S303500027003	071S303500031001	071S303500009002	071S301401003010
071S303500017002	071S303500054001	071S303500007002	071S301401010008
071S303500014001	071S303500004001	071S303500005001	071S301401040008
071S303500025003	071S303500052001	071S303500006001	071S301401170008
071S303500019003	071S303500003001	071S303500007001	071S301401018010
071S303500005002	071S303500004003	071S303500003006	071S301401021010

071S301401190008	071S301401012010
071S301401016010	071S301401017010
071S301401061006	071S301401019010
071S301401002010	071S301401010006
071S301401020010	071S301401009010
071S301401070008	071S301401130008
071S301401080008	071S301401001012
071S301401015010	071S301401002012
071S301401005010	071S301401003012
071S301401160008	071S301401004012
071S301401081006	071S301401005012
071S301401111008	071S304301001001
071S301401050008	
071S301401100008	
071S301401051006	
071S301401030008	
071S301401001010	
071S301401020006	
071S301401041006	
071S301401060008	
071S301401140008	
071S301401013010	
071S301401150008	
071S301401071006	
071S301401011010	
071S301401008010	
071S301401007010	
071S301401022010	
071S301401010010	
071S301401090008	
071S301401006010	
071S301401030006	
071S301401120008	
071S301401020008	
071S301401014010	

Legal Descriptions:

Quail Run Unit I

DESCRIPTION

COMMENCING AT A POINT WHERE THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA INTERSECTS THE NORTHERLY R/W LINE OF NINE MILE ROAD (S.R. #10-A) 200' R/W, FOR A POINT OF BEGINNING; THENCE RUN NORTH $1^{\circ}51'32''$ EAST ALONG THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 7, A DISTANCE OF 1468.78 FEET; THENCE RUN NORTH $87^{\circ}24'08''$ WEST A DISTANCE OF 656.50 FEET; THENCE RUN NORTH $2^{\circ}12'00''$ EAST FOR A DISTANCE OF 280.02 FEET; THENCE RUN SOUTH $87^{\circ}24'08''$ EAST FOR A DISTANCE OF 330.58 FEET; THENCE RUN NORTH $2^{\circ}12'00''$ EAST FOR A DISTANCE OF 38.54 FEET; THENCE RUN SOUTH $87^{\circ}24'08''$ EAST FOR A DISTANCE OF 654.04 FEET; THENCE RUN SOUTH $1^{\circ}51'32''$ WEST FOR A DISTANCE OF 1176.09 FEET; THENCE RUN SOUTH $2^{\circ}09'01''$ WEST FOR A DISTANCE OF 606.74 FEET TO THE NORTHERLY R/W LINE OF NINE MILE ROAD (S.R. #10-A) 200' R/W, THENCE RUN NORTH $88^{\circ}11'30''$ WEST ALONG SAID NORTHERLY R/W LINE A DISTANCE OF 326.88 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 7, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA. CONTAINING 18.08 ACRES MORE OR LESS.

Quail Run Unit II

Description

COMMENCING AT A POINT WHERE THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA INTERSECTS THE NORTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (S.R. 10-A) 200 FT. RIGHT-OF-WAY; THENCE N $1^{\circ}51'32''$ E ALONG THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 7 A DISTANCE OF 1468.78 FT.; THENCE N $87^{\circ}24'08''$ W A DISTANCE OF 656.50 FT.; THENCE N $2^{\circ}12'00''$ E A DISTANCE OF 280.02 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE N $2^{\circ}12'00''$ E A DISTANCE OF 141.75 FT.; THENCE N $88^{\circ}14'43''$ W A DISTANCE OF 626.99 FT. TO THE EASTERLY RIGHT-OF-WAY LINE OF MUSIC LANE (66 FT. RIGHT-OF-WAY); THENCE N $2^{\circ}11'27''$ E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 665.58 FT. TO THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SECTION 7; THENCE S $87^{\circ}27'48''$ E ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 7 A DISTANCE OF 354.09 FT.; THENCE S $2^{\circ}12'00''$ W A DISTANCE OF 388.60 FT.; THENCE S $87^{\circ}24'08''$ E A DISTANCE OF 3.55 FT.; THENCE S $2^{\circ}12'00''$ W A DISTANCE OF 409.99 FT.; THENCE N $87^{\circ}24'08''$ W A DISTANCE OF 330.58 FT. TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 7, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 15.55 ACRES, MORE OR LESS.

Quail Run Unit III

DESCRIPTION:

Begin at the northeast corner of Quail Run, Unit I, a subdivision of a portion of Section 7, T-1-S, R-30-W, Escambia County, Florida; as recorded in Plat Book 9, Page 86, public records of said county.

Thence run N 87 deg 24 min 08 sec W a distance of 654.04 ft;
thence run N 02 deg 12 min 00 sec W a distance of 371.45 ft;
thence run N 87 deg 24 min 08 sec W a distance of 3.55 ft;
thence run N 02 deg 12 min 00 sec E a distance of 388.60 ft;
thence run S 07 deg 27 min 42 sec E a distance of 40.29 ft.

to a point of intersection with the west line of Candlestick Woods, Third Addition, as recorded in Plat Book 13, Page 10, public records of Escambia County, Florida;
thence run S 02 deg 37 min 54 sec W along said west line a distance of 2.39 ft.
to the southwest corner of Candlestick Woods, Third Addition,
thence run S 87 deg 12 min 48 sec E along south line of Candlestick Woods, Third Addition, for a distance of 312.81 ft;
thence run S 01 deg 51 min 32 sec W a distance of 757.04 ft. to the Point of Beginning, containing 11.39 acres, more or less, all lying in said Section 7, T-1-S, R-30-W, Escambia County, Florida.

Quail Run North Phase One

LEGAL DESCRIPTION

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 87° 27' 48" WEST ALONG THE SOUTH LINE OF SAID 1/4, SAID LINE ALSO BEING THE NORTH LINE OF QUAIL RUN, UNIT No. II, AND QUAIL RUN, UNIT No. III, ACCORDING TO PLATS FILED IN PLAT BOOK 12, AT PAGE 25, AND IN PLAT BOOK 13, AT PAGE 29, RESPECTIVELY, OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 687.45 FEET; THENCE NORTH 2° 11' 00" EAST, 147.00 FEET; THENCE NORTH 2° 32' 12" EAST, 60.00 FEET TO A POINT IN A CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET. A CHORD BEARING OF SOUTH 86° 15' 55" WEST, A CHORD DISTANCE OF 106.53 FEET, AND AN ARC DISTANCE OF 106.70 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF A STREAM; THENCE NORTH 10° 02' 38" EAST, ALONG SAID CENTERLINE, 14.66 FEET; THENCE NORTH 43° 59' 49" EAST ALONG SAID CENTERLINE, 171.09 FEET; THENCE NORTH 5° 53' 46" WEST ALONG SAID CENTERLINE, 101.12 FEET; THENCE NORTH 3° 10' 35" WEST ALONG SAID CENTERLINE, 100.00 FEET; THENCE NORTH 1° 43' 00" EAST ALONG SAID CENTERLINE, 100.02 FEET; THENCE NORTH 6° 24' 00" EAST ALONG SAID CENTERLINE, 100.18 FEET; THENCE NORTH 25° 08' 30" EAST ALONG SAID CENTERLINE, 110.43 FEET; THENCE NORTH 2° 52' 05" EAST ALONG SAID CENTERLINE, 100.00 FEET; THENCE NORTH 9° 14' 43" EAST ALONG SAID CENTERLINE, 54.62 FEET; THENCE SOUTH 75° 02' 39" EAST, 147.07 FEET; THENCE NORTH 76° 21' 51" EAST, 66.47 FEET; THENCE SOUTH 89° 00' 01" EAST, 445.74 FEET TO A POINT IN THE EAST LINE OF SAID 1/4; THENCE SOUTH 2° 50' 05" WEST ALONG SAID EAST LINE, A PORTION OF SAID LINE ALSO BEING THE WEST LINE OF RANGE "F", CANDLESTICK WOODS, THIRD ADDITION, ACCORDING TO PLAT FILED IN PLAT BOOK 13, AT PAGE 9, OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 268.25 FEET TO THE POINT OF BEGINNING, CONTAINING 15.5523 ACRES, MORE OR LESS.

Quail Run North Phase Two

DESCRIPTION:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP - 1 - SOUTH, RANGE - 30 - WEST ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 32, BLOCK A QUAIL RUN NORTH SUBDIVISION, PHASE 1, ACCORDING TO PLAT RECORDED IN PLAT BOOK 13 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89° 00' 07" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 445.44 FEET TO THE NORTHWEST CORNER OF LOT 35 BLOCK A OF SAID SUBDIVISION; THENCE SOUTH 76° 27' 51" WEST A DISTANCE 66.47 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK B OF SAID SUBDIVISION; THENCE NORTH 78° 02' 39" WEST ALONG SAID LOT A DISTANCE OF 167.87 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 08° 45' 00" EAST A DISTANCE OF 151.03 FEET; THENCE NORTH 10° 27' 30" EAST A DISTANCE OF 107.47 FEET; THENCE NORTH 67° 02' 57" EAST A DISTANCE OF 250.25 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP - 1 - SOUTH, RANGE - 30 - WEST; THENCE SOUTH 87° 14' 05" EAST ALONG SAID NORTH LINE A DISTANCE OF 420.15 FEET TO THE NORTHEAST CORNER OF THE SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 02° 58' 05" WEST A DISTANCE OF 361.70 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.35 ACRES MORE OR LESS.

Quail Run North Phase Three

DESCRIPTION:

That portion of Section 7, Township 1 South, Range 30 West, Escambia County, Florida, described as follows:

Commence at a concrete monument at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 7, also being the Southeast corner of Quail Run North, Phase One, as recorded in Plat Book 13, at Page 96, of the Public Records of said County; thence North 87° 27' 48" West along the South line of said Northwest 1/4, said line also being the South line of Quail Run North, Phase One, a distance of 844.98 feet to the POINT OF BEGINNING; thence continue North 87° 27' 48" West, a distance of 449.42 feet; thence North 03° 04' 20" East, a distance of 686.26 feet; thence North 41° 37' 11" East, a distance of 96.80 feet; thence North 22° 57' 30" East, a distance of 113.00 feet; thence North 35° 27' 30" East, a distance of 130 feet; thence North 47° 27' 30" East, a distance of 188.00 feet; thence North 70° 57' 33" East, a distance of 186.00 feet; thence North 80° 26' 59" East, a distance of 190.97 feet; thence South 10° 27' 30" West, a distance of 109.47 feet; thence South 08° 45' 00" West, a distance of 151.03 feet to a point being the Northwest corner of Lot 10, Block "B", of said Quail Run North, Phase One (the next 8 courses being along the West line of said Block "B" of said Subdivision); thence South 09° 14' 43" West, a distance of 54.62 feet; thence South 02° 58' 05" West, a distance of 100.00 feet; thence South 28° 08' 30" West, a distance of 110.49 feet; thence South 06° 24' 06" West, a distance of 100.18 feet; thence South 01° 49' 20" West, a distance of 100.02 feet; thence South 03° 18' 33" East, a distance of 100.60 feet; thence South 05° 33' 46" East, a distance of 101.12 feet; thence South 43° 39' 49" West, a distance of 131.89 feet; thence South 15° 22' 32" West, a distance of 14.66 feet to a point on a curve (said curve having a radius of 370.00 feet, a delta angle of 16° 33' 14", a chord distance of 106.53 feet, and a chord bearing of North 84° 15' 35" East); thence along said curve to the right, an arc length of 106.90 feet to the point of tangency; thence South 02° 32' 12" East, a distance of 60.00 feet to a point on a curve (said curve having a radius of 310.00 feet, a delta angle of 23° 01' 05", a chord distance of 123.70 feet, and a chord bearing of South 81° 01' 40" West); thence along said curve to the left, an arc distance of 124.54 feet; thence South 15° 22' 32" West, a distance of 16.59 feet; thence South 19° 12' 19" West, a distance of 110.78 feet to the Point of Beginning, containing 14.2370 acres, more or less.

Quail Run North Phase IV

DESCRIPTION: (AS PREPARED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING, INC.)

A PORTION OF HUNTERS LAKE SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 88 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 00 DEGREES 22 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 7 A DISTANCE OF 245.08 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 00 DEGREES 22 MINUTES 13 SECONDS WEST ALONG THE AFORESAID LINE A DISTANCE OF 10 FEET MORE OR LESS TO THE CENTERLINE OF A CREEK; THENCE MEANDER NORTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID CREEK TO AN INTERSECTION WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 7; THENCE GO SOUTH 00 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF 10 FEET MORE OR LESS TO A POINT LYING NORTH 68 DEGREES 58 MINUTES 30 SECONDS EAST AND A DISTANCE OF 1425.19 FEET TO THE AFOREMENTIONED POINT "A"; THENCE CONTINUE SOUTH 00 DEGREES 15 MINUTES 49 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 7 A DISTANCE OF 751.11 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 7; THENCE GO SOUTH 89 DEGREES 46 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 7 A DISTANCE OF 1332.19 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 20.84 ACRES.

A Portion of Candlestick Woods, Third Addition

DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK B, CANDLESTICK WOODS, FIRST ADDITION, THE PLAT THEREOF RECORDED IN PLAT BOOK 12 AT PAGE 12 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA, THENCE RUN S 89°54'35"W FOR 1016.01 FEET, THENCE RUN N 00°14'43"W FOR 320.00 FEET, THENCE RUN N 89°54'35"E FOR 196.25 FEET, THENCE RUN N 00°14'43"W FOR 15.50 FEET, THENCE RUN N 89°54'35"E FOR 800.88 FEET, THENCE RUN S 00°13'53"E FOR 136.00 FEET, THENCE RUN N 89°54'35"E FOR 194.5 FEET THENCE RUN S 00°03'25"E FOR 107.50 FEET TO THE POINT OF BEGINNING CONTAINING 7.697 ACRES MORE OR LESS.

Candlestick Woods, Fourth Addition

DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE RUN NORTH 00°01'23" WEST ALONG THE EAST LINE OF SECTION 7 FOR 2,658.95 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 7;
THENCE RUN SOUTH 89°54'35" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR 2,659.10 FEET;
THENCE RUN NORTH 00°14'43" WEST FOR 320.00 FEET TO THE POINT OF BEGINNING;
THENCE RUN NORTH 89°54'35" EAST FOR 196.25 FEET;
THENCE RUN NORTH 00°14'43" WEST FOR 15.50 FEET;
THENCE RUN NORTH 89°54'35" EAST FOR 800.88 FEET;
THENCE RUN NORTH 00°13'53" WEST FOR 136.00 FEET;
THENCE RUN SOUTH 89°54'35" WEST FOR 800.96 FEET;
THENCE RUN SOUTH 00°14'43" EAST FOR 31.50 FEET;
THENCE RUN SOUTH 89°54'35" WEST FOR 196.25 FEET;
THENCE RUN SOUTH 00°14'43" EAST FOR 320.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.62 ACRES.

A Portion of Candlestick Woods, 5th Addition

DESCRIPTION: PER FIELD SURVEY

BEGIN AT THE SOUTHEAST CORNER OF QUAIL RUN NORTH PHASE IV, A SUBDIVISION OF A PORTION OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS RECORDED IN PLAT BOOK 14 AT PAGE 68 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE GO SOUTH 00 DEGREES 35 MINUTES 53 SECONDS WEST A DISTANCE OF 318.50 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK D, CANDLESTICK WOODS SECOND ADDITION AS RECORDED IN PLAT BOOK 12 AT PAGE 61 OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTH 00 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 137.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK D;

THENCE GO SOUTH 89 DEGREES 46 MINUTES 03 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF CANDLESTICK COURT (60' R/W) A DISTANCE OF 195.94 FEET;

THENCE GO SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF CANDLESTICK LANE A DISTANCE OF 177.03 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK C, CANDLESTICK WOODS FIRST ADDITION AS RECORDED IN PLAT BOOK 12 AT PAGE 12 OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTH 89 DEGREES 38 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 136.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 6;

THENCE GO SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST A DISTANCE OF 25.57 FEET TO THE NORTHEAST CORNER OF LOT 11, BLOCK H, CANDLESTICK WOODS FOURTH ADDITION AS RECORDED IN PLAT BOOK 13 AT PAGE 83 OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID BLOCK H A DISTANCE OF 797.87 FEET TO THE NORTHWEST CORNER OF LOT 19, BLOCK H;

THENCE GO SOUTH 00 DEGREES 13 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 19, BLOCK H A DISTANCE OF 31.50 TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HUMMINGBIRD BOULEVARD (60' R/W);

THENCE GO NORTH 89 DEGREES 56 MINUTES 17 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HUMMINGBIRD BOULEVARD AND THE NORTH LINE OF LOT 8, BLOCK F OF SAID CANDLESTICK WOODS FOURTH ADDITION A DISTANCE OF 192.74 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK F OF SAID CANDLESTICK WOODS FOURTH ADDITION;

THENCE GO NORTH 00 DEGREES 12 MINUTES 25 SECONDS EAST ALONG THE FIELD MONUMENTED EAST LINE OF QUAIL RUN NORTH PHASE ONE AS RECORDED IN PLAT BOOK 13 PAGE 96 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA AND THE FIELD MONUMENTED EAST LINE OF QUAIL RUN NORTH PHASE TWO AS RECORDED IN PLAT BOOK 14 PAGE 40 OF THE PUBLIC RECORDS OF SAID COUNTY A DISTANCE OF 491.30 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BOBWHITE DRIVE (60' R/W);

THENCE GO SOUTH 89 DEGREES 41 MINUTES 12 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 100.68 FEET TO A POINT OF CURVATURE;

THENCE GO ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 134.32 FEET (RADIUS = 85.00', DELTA ANGLE = 90 DEGREES 32 MINUTES 29 SECONDS, CHORD = 120.78', CHORD BEARING = NORTH 45 DEGREES 02 MINUTES 33 SECONDS EAST) TO THE POINT OF TANGENCY;

THENCE GO NORTH 00 DEGREES 13 MINUTES 40 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF BOBWHITE DRIVE A DISTANCE OF 109.81 FEET TO THE SOUTH LINE OF SAID QUAIL RUN NORTH PHASE IV;

THENCE GO NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 1136.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY IS SITUATED IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 18.37 ACRES MORE OR LESS.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12346

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 06/22/2017

Issue: 5:33 p.m. Public Hearing to Adopt the Robert's Ridge Subdivision Street Lighting MSBU Ordinance

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Robert's Ridge Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Robert's Ridge Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The owners of the property contained in Robert's Ridge Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 61 properties, and of these, 68.8% of the property owners signed the petition in favor. This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$194.19 for the first assessment which will cover approximately 15 months and a 10% reserve, and then will decrease to an estimated 12 month assessment of \$141.23.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Robert's Ridge Ordinance

ORDINANCE 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 56, SECTIONS 70-500.274 - 70-500.281 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE ROBERT'S RIDGE SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Robert's Ridge Subdivision Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2016-155**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Robert's Ridge Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 61 properties in this proposed district, and the property owners in the Robert's Ridge Subdivision submitted a petition to the Board of County Commissioners that included the signatures of more than 55% of the total of such owners; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Robert's Ridge Subdivision.

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

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

Section 2: Part I, Chapter 70, Article III, Division 56, Sections 70-500.274 through 70-500.281 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 56. – ROBERT'S RIDGE SUBDIVISION

Sec. 70-500.274. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.275. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Robert's Ridge Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.*"

Sec. 70-500.276. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Robert's Ridge Subdivision Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

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

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

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

E. *District* shall mean that geographical area of the Robert's Ridge Subdivision Street Lighting MSBU described hereafter.

The Robert's Ridge Subdivision Street Lighting District shall include the following:

A subdivision of a portion of Section 21, Township 1North, Range 30 West, & Section 38, Township 1 North, Range 31 West, Escambia County, Florida. August 2011, classified by the Property Appraiser's records in Plat Book 19, Pages 18, 18A, 18B, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and as further described in **Exhibit A**, attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

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

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

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

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.277. - DISTRICT CREATED. There is hereby created within Escambia County the *Robert's Ridge Subdivision Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.278. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

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

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

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

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

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.279. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair

share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.280. - SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

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

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.281. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

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

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner that the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

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

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State

DONE AND ENACTED this ____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 8/5/17

EXHIBIT A:

DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10 AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF THE WEST HALF OF THE SAID SECTION, FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, THENCE CONTINUE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST ALONG THE SAID EAST LINE FOR A DISTANCE OF 2312.74 FEET TO THE SOUTH LINE OF A PARCEL DESCRIBED IN O.R. BOOK 504 AT PAGE 728; THENCE NORTH 89 DEGREES 28 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 970.00 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN O.R. BOOK 504 AT PAGE 728; THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 315.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 1286.64 FEET TO THE SOUTHERLY R/W OF WEST ROBERTS ROAD, (100' R/W) AS PER D.O.T.; THENCE NORTH 89 DEGREES 53 MINUTES 47 SECONDS WEST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 510.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 89 DEGREES 53 MINUTES 47 SECONDS WEST ALONG SAID SOUTHERLY R/W FOR A DISTANCE OF 264.00 FEET; THENCE SOUTH 54 DEGREES 23 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 196.85 FEET; THENCE SOUTH 20 DEGREES 45 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 667.80 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 404.33 FEET; THENCE SOUTH 06 DEGREES 01 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 169.42 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 718.72 FEET; THENCE SOUTH 23 DEGREES 28 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 608.93 FEET; THENCE NORTH 61 DEGREES 40 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 395.16 FEET; THENCE SOUTH 85 DEGREES 12 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 536.20 FEET; THENCE NORTH 77 DEGREES 18 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 470.48 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 07 MINUTES 49 SECONDS WEST ALONG THE SAID EAST LINE FOR A DISTANCE OF 1679.63 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 141.03 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 610.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST AND SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-12394

12.

BCC Regular Meeting

Meeting Date: 06/22/2017

Issue: Committee of the Whole Recommendation

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

Recommendation:

Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop:

- A. Approve that each District will received \$10 million for discretionary money from Local Option Sales Tax IV, \$1 million per year, per District, over ten years (C/W Item #5);
- B. Approve a Change Order to J. Miller Construction, Inc., for \$462,858.92, and direct the County Attorney to send a demand letter to Baskerville-Donovan, Inc., for that amount (C/W Item #6); and
- C. Continue forward with taking the Midtown Commerce Park property over from the City of Pensacola, in accordance with the letter received from the City of Pensacola stating that at its June 11 meeting, the Pensacola City Council approved the Mayor's recommendations to deed to the County, at no cost, the real property located at 3910 North Palafox Street, to de-annex the portion of the Midtown Commerce Park currently under City jurisdiction, and to agree not to annex any portion of the site, after development, for a period of 15 years (C/W Item #7).

Attachments

C/W Backup #7

PENSACOLA

THE UPSIDE *of* FLORIDA

OFFICE OF THE MAYOR

June 12, 2017

Jack Brown
Escambia County Administrator
221 Palafox Place, Ste. 400
Pensacola, FL 32502

Dear Mr. Brown,

As a follow up to our conversations about the Midtown Commerce Park and my letter to you dated April 6, 2017, I wanted to make sure you were aware of the latest related actions taken by the City.

At its June 11 meeting, the City Council approved the Mayor's recommendations to deed to the County, at no cost, the real property located at 3910 N. Palafox Street, to de-annex the portion of the Midtown Commerce Park currently under City jurisdiction, and to agree not to annex any portion of the site, after development, for a period of 15 years. All of the actions are contingent upon Escambia County's acceptance of title to the federally owned Superfund parcels.

Please continue to keep me informed regarding any Board of County Commissioners activity with regards to development of the Midtown Commerce Park. Since the City Council authorized the Mayor to take any and all means required to complete the above recommendations, I will be your primary point of contact and will have the responsibility to ensure that work to fulfill the City's commitments begins if and when the County accepts title.

I look forward to our continued cooperation on this matter. As always, if you or your staff have any questions about this update or the process for moving forward, I will be happy to answer them.

Sincerely,



Eric W. Olson
City Administrator

CC: Brian Spencer, City Council President
Don Kraher, Council Executive



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-12349

Clerk & Comptroller's Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 06/22/2017

Issue: May 2017 Investment Report

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the May 31, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2017, as required by Ordinance Number 95-13; on May 31, 2017, the portfolio market value was \$278,917,887 and portfolio earnings totaled \$234,390 for the month; the short-term portfolio yield was 0.70%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.79%; the long-term CORE portfolio achieved a yield of 1.49%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.41%.

Attachments

May 2017 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
May 31, 2017



Prepared by:

Pam Childers

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



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
May 31, 2017

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	April 30, 2017	May 31, 2017
Bank Accounts	\$ 23,175,552	\$ 29,872,766
Money Market Accounts	60,558,558	60,584,820
State Board of Administration	39,968,601	40,006,409
Local Government Investment Pools	25,106,901	25,145,407
Certificates of Deposit	20,107,859	20,107,859
Money Market Mutual Fund	194,100	125,944
U.S. Treasury Bond/Notes	42,262,278	42,542,902
Federal Agency Bond/Note	35,131,635	35,164,173
Municipal Bonds	3,940,008	3,939,180
Corporate Notes	20,239,726	21,428,427
Commercial Paper	1,199,784	-
Total Portfolio Assets:	\$ 271,885,002	\$ 278,917,887
Current Month Earnings:	\$ 227,715	\$ 234,390
Fiscal Year to Date Earnings:	\$ 1,316,288	\$ 1,550,678

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	April 30, 2017	May 31, 2017
Market Value	\$ 168,917,469	\$ 175,717,261
Short Term Portfolio Yield:	0.73%	0.70%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.76%	0.79%
Fiscal YTD Earnings:	\$ 601,864	\$ 718,406

ENHANCED CASH PORTFOLIO:	April 30, 2017	May 31, 2017
Market Value	\$ -	\$ -
Enhanced Cash Portfolio Yield to Maturity at Cost:	0.00%	0.00%
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	1.10%	1.19%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.26%	1.21%
Effective Duration (Years)	0.00	0.00
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.81	1.79
Fiscal YTD Earnings:	\$ 3,316	\$ 3,316

LONG TERM CORE PORTFOLIO:	April 30, 2017	May 31, 2017
Market Value	\$ 102,967,533	\$ 103,200,626
CORE Portfolio Yield to Maturity at Market:	1.49%	1.49%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.43%	1.41%
CORE Portfolio Total Return:	0.29%	0.23%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.31%	0.22%
Effective Duration (Years)	2.40	2.42
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.62	2.60
Fiscal YTD Earnings:	\$ 711,108	\$ 828,956

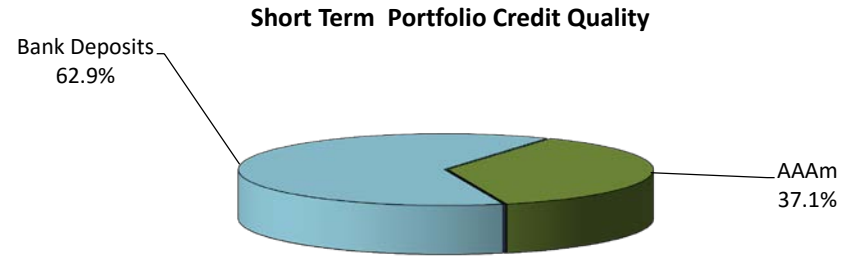


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016-2017
May 31, 2017**

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

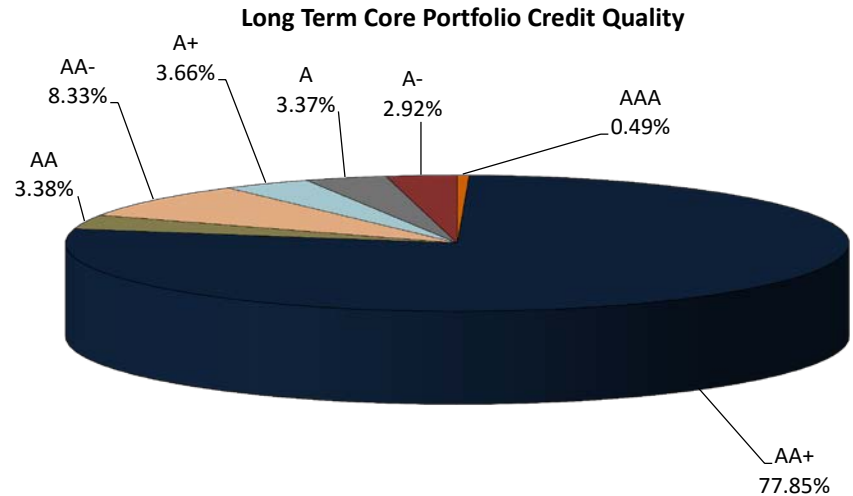
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 29,872,766	17.0%
Money Market Accounts	60,584,820	34.5%
Certificates of Deposit	20,107,859	11.4%
State Board of Administration	40,006,409	22.8%
Local Government Investment Pools	25,145,407	14.3%
Total Short Term Portfolio Assets:	\$ 175,717,261	100.0%



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 42,542,902	41.2%
Federal Agency Bond / Note	35,164,173	34.1%
Municipal Obligations	3,939,180	3.8%
Corporate Note	21,428,427	20.8%
Money Market Mutual Fund - Federated Government	125,944	0.1%
Total Long Term Core Portfolio Assets:	\$ 103,200,626	100.0%





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
May 31, 2017

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 40,006,409	14.3%	25%	Yes
United States Treasury Securities	42,542,902	15.3%	100%	Yes
Federal Instrumentalities	35,164,173	12.6%	50%	Yes
Local Government Investment Pools	25,145,407	9.0%	50%	Yes
Certificates of Deposit	20,107,859	7.2%	50%	Yes
Savings Accounts	60,584,820	21.7%	50%	Yes
Corporate Notes	21,428,427	7.7%	25%	Yes
State and/or Local Government Debt	3,939,180	1.4%	25%	Yes
Bank Accounts - Bank of America	29,872,766	10.7%	100%	Yes
Money Market Mutual Fund	125,944	0.0%	50%	Yes
Total Investment Holdings	\$ 278,917,887	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	1,006,848	0.4%	5%	Yes
Apple Inc. Corporate Notes	749,871	0.3%	5%	Yes
Bank Accounts - Bank of America	29,872,766	10.7%	100%	Yes
BBVA Compass	5,022,551	1.8%	15%	Yes
Centennial Bank	20,084,209	7.2%	15%	Yes
Chevron Corporation Corp Notes	749,224	0.3%	5%	Yes
Cisco Systems Inc.	2,005,180	0.7%	5%	Yes
City of New York	1,709,605	0.6%	5%	Yes
Coca-Cola Company	325,203	0.1%	5%	Yes
Colgate-Palmolive Co	747,278	0.3%	5%	Yes
Exxon Mobil Corporate Notes	1,003,347	0.4%	5%	Yes
Fannie Mae	12,001,017	4.3%	5%	Yes
Federal Home Loan Bank (FHLB)	15,026,948	5.4%	25%	Yes
Fidelity Institutional Government MMF	125,944	0.0%	25%	Yes
FLCLASS	5,032,453	1.8%	25%	Yes
Florida Prime (SBA)	40,006,409	14.3%	25%	Yes
Florida Local Government Investment Trust	20,112,953	7.2%	25%	Yes
Freddie Mac	8,136,207	2.9%	25%	Yes
General Electric Corporate Notes	2,504,890	0.9%	5%	Yes
Hancock Bank	27,754,585	10.0%	15%	Yes
Home Depot Inc.	470,431	0.2%	5%	Yes



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
May 31, 2017

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Intel Corporation	1,006,511	0.4%	5%	Yes
JP Morgan Chase Corporate Notes	2,001,588	0.7%	5%	Yes
Microsoft Corporate Notes	507,253	0.2%	5%	Yes
Mississippi State	761,186	0.3%	5%	Yes
Pepsico, Inc.	1,070,423	0.4%	5%	Yes
Pfizer Inc Corporate Notes	1,010,027	0.4%	5%	Yes
Servisfirst Bank	27,831,334	10.0%	15%	Yes
State of Connecticut	681,754	0.2%	5%	Yes
The Bank of New York Mellon Corporation	2,001,312	0.7%	5%	Yes
The Walt Disney Corporation	505,691	0.2%	5%	Yes
Toyota Motor Corp	1,502,609	0.5%	5%	Yes
United Parcel Service Inc.	503,979	0.2%	5%	Yes
United States Treasury Securities	42,542,902	15.3%	100%	Yes
University of WA Taxable Revenue Bonds	786,635	0.3%	5%	Yes
Wells Fargo & Company Corporate Notes	1,756,764	0.6%	5%	Yes
Total Investment Holdings	\$ 278,917,887	100.0%		



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-12358

Clerk & Comptroller's Report 13. 2.

BCC Regular Meeting

Consent

Meeting Date: 06/22/2017

Issue: Acceptance of TDT Collection Data for the April 2017 Returns Received in May 2017

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the April 2017 Returns Received in May 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2017 returns received in the month of May 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eighth month of collections for the Fiscal Year 2017; total collections for the month of April 2017 returns was \$931,178.99; this is a 20.39% increase over the April 2016 returns; total collections year to date are 9.67% more than the comparable time frame in Fiscal Year 2016.

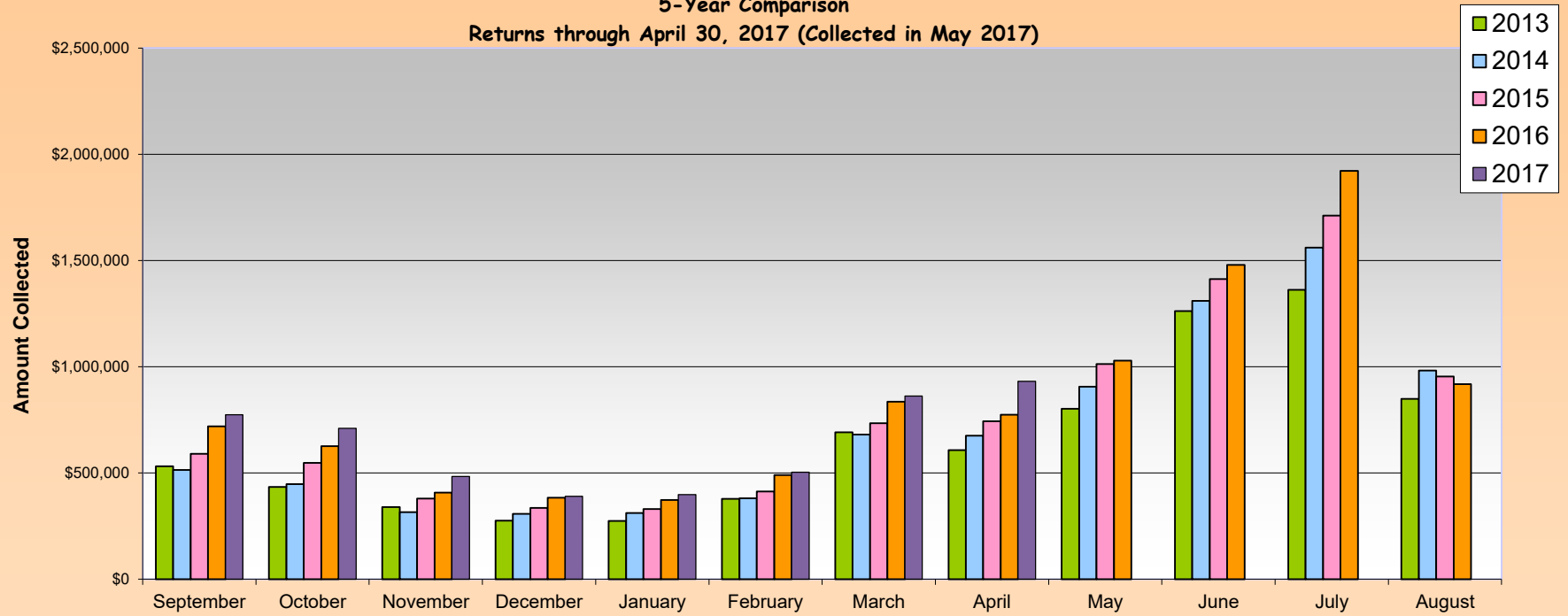
Attachments

April 2017 Returns Received in May 2017

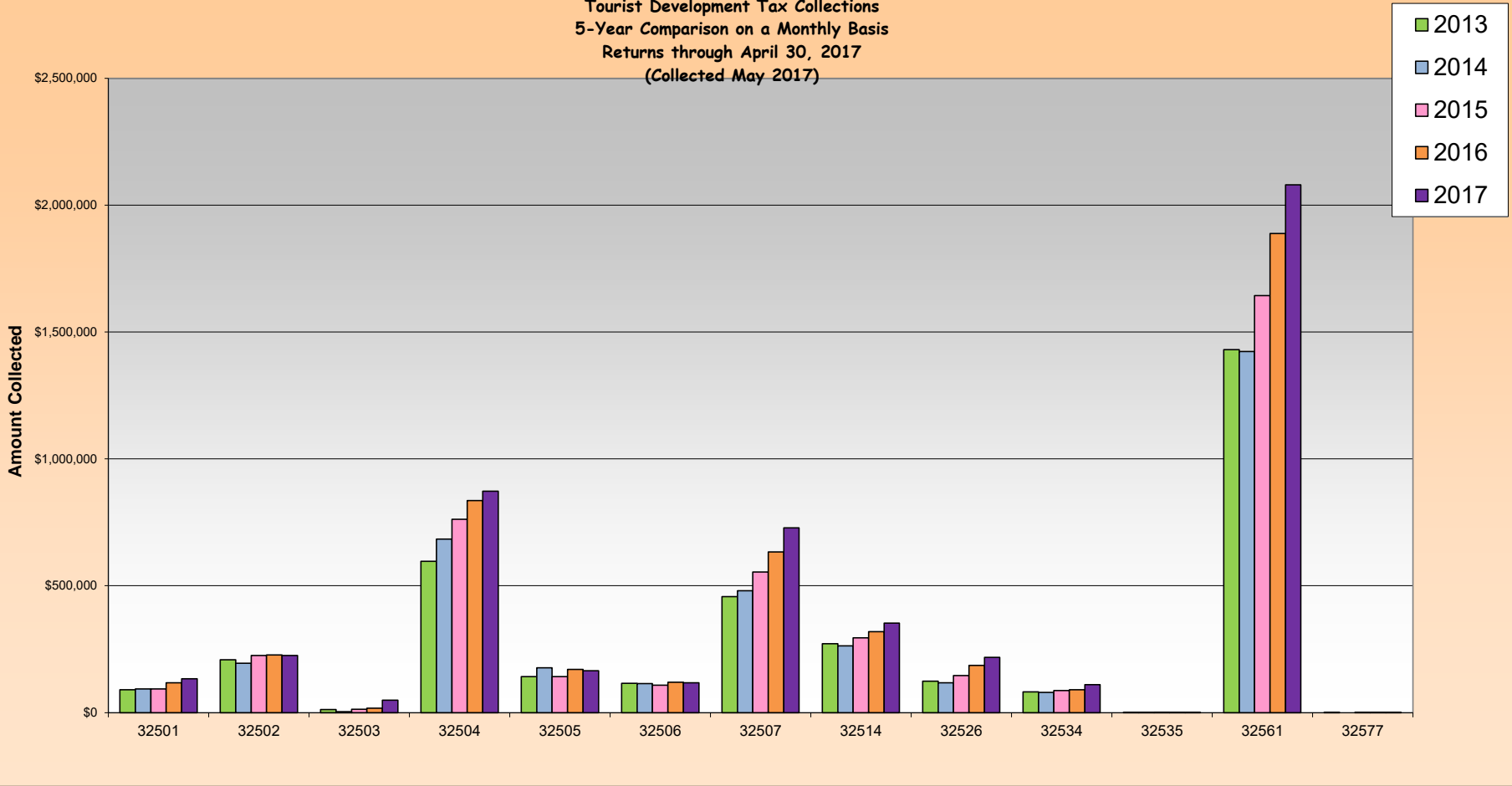
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS MAY 2017**

Zip Code	Fiscal Year 2017	Fiscal Year 2016	Difference	% Change
	YTD Collected	YTD Collected		
32501	133,143	117,862	15,281	13%
32502	225,238	227,871	(2,633)	-1%
32503	49,667	17,426	32,241	185%
32504	872,292	835,887	36,405	4%
32505	165,202	170,655	(5,453)	-3%
32506	117,605	119,731	(2,126)	-2%
32507	728,680	633,667	95,013	15%
32514	352,769	318,759	34,010	11%
32526	217,422	186,701	30,721	16%
32534	110,453	90,510	19,943	22%
32535	1,188	988	200	20%
32561	2,080,232	1,888,285	191,947	10%
32562	-	-	-	0%
32577	168	50	50	100%
Total	\$ 5,054,059	\$ 4,608,392	445,599	10%

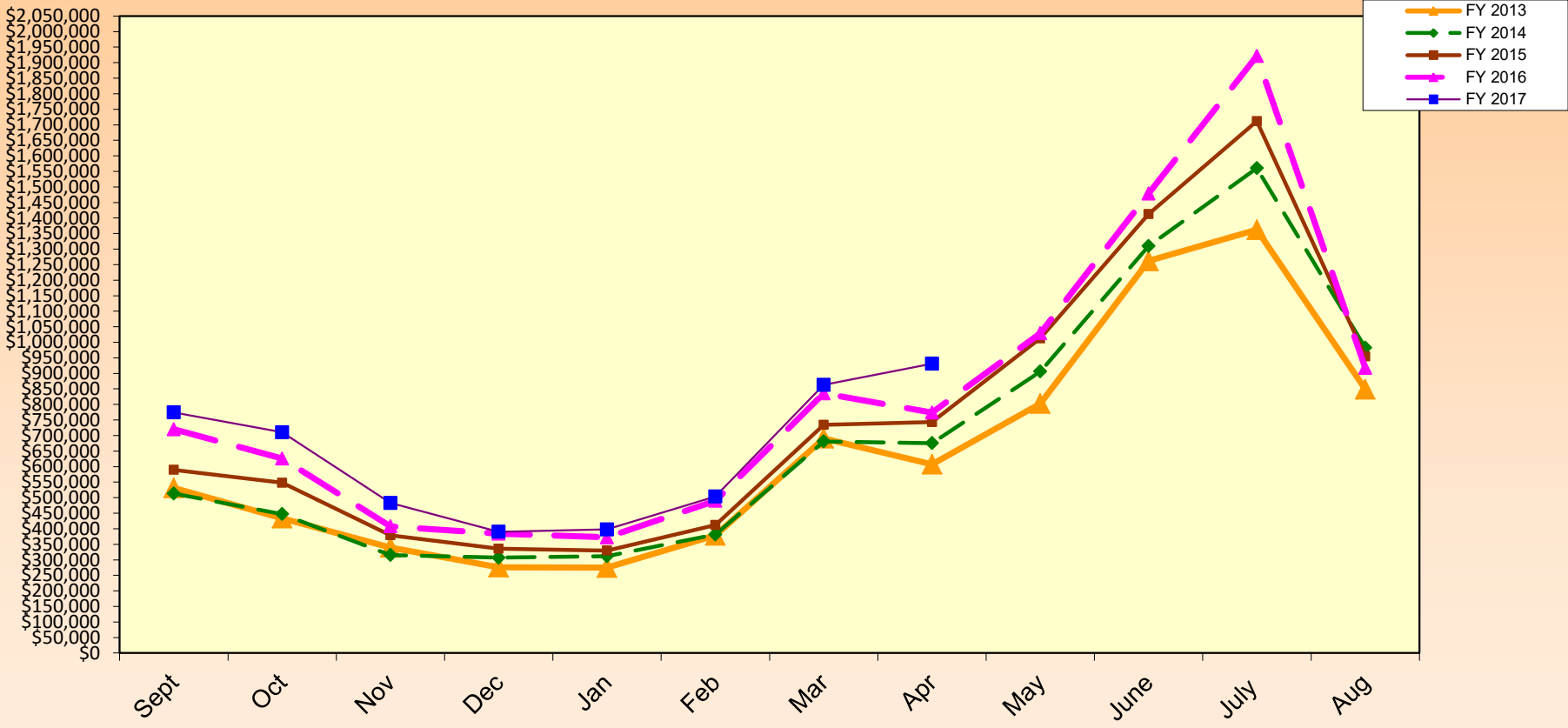
Tourist Development Tax Collections
5-Year Comparison
Returns through April 30, 2017 (Collected in May 2017)



Tourist Development Tax Collections
 5-Year Comparison on a Monthly Basis
 Returns through April 30, 2017
 (Collected May 2017)



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2013 - FY 2017
Returns through April 30, 2017 (Collected in May 2017)**



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF MAY 31, 2017

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	19,380	3%	28,706	4%	7,582	1%	107,704	14%	18,717	2%
11/16	16,302	2%	29,923	4%	6,327	1%	113,135	16%	19,922	3%
12/16	14,867	3%	25,670	5%	5,411	1%	99,858	21%	16,651	3%
01/17	12,246	3%	20,593	5%	4,367	1%	80,988	21%	15,052	4%
02/17	12,855	3%	20,184	5%	4,061	1%	88,341	22%	16,726	4%
03/17	16,219	3%	26,153	5%	5,274	1%	95,993	19%	19,123	4%
04/17	20,894	2%	35,754	4%	8,948	1%	145,212	17%	31,829	4%
05/17	20,380	2%	38,255	4%	7,697	1%	141,063	15%	27,182	3%
Total	\$ 133,143	3%	\$ 225,238	4%	\$ 49,667	1%	\$ 872,292	17%	\$ 165,202	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	14,090	2%	127,015	16%	40,875	5%	26,793	3%	11,880	2%
11/16	17,582	2%	111,916	16%	39,350	6%	26,474	4%	12,889	2%
12/16	11,410	2%	53,080	11%	39,610	8%	24,256	5%	11,841	2%
01/17	8,637	2%	40,510	10%	35,625	9%	23,062	6%	11,310	3%
02/17	12,085	3%	52,690	13%	37,083	9%	23,259	6%	12,137	3%
03/17	13,158	3%	70,759	14%	40,304	8%	30,673	6%	13,739	3%
04/17	21,455	2%	129,291	15%	62,062	7%	31,662	4%	19,449	2%
05/17	19,189	2%	143,419	15%	57,860	6%	31,242	3%	17,208	2%
Total	\$ 117,605	2%	\$ 728,680	14%	\$ 352,769	7%	\$ 217,422	4%	\$ 110,453	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/16	106	0%	371,593	48%	-	0%	100	0%	774,539	100%
11/16	229	0%	316,293	45%	-	0%	-	0%	710,344	100%
12/16	135	0%	180,363	37%	-	0%	-	0%	483,152	100%
01/17	75	0%	137,912	35%	-	0%	-	0%	390,377	100%
02/17	135	0%	118,318	30%	-	0%	-	0%	397,875	100%
03/17	126	0%	172,429	34%	-	0%	-	0%	503,949	100%
04/17	191	0%	355,829	41%	-	0%	68	0%	862,643	100%
05/17	191	0%	427,495	46%	-	0%	-	0%	931,179	100%
Total	\$ 1,188	0%	\$ 2,080,232	41%	\$ -	0%	\$ 168	0%	\$ 5,054,059	100%

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	13,893	2%	28,092	4%	1,583	0%	103,155	14%	23,955	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,936	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
01/16	13,573	4%	20,368	5%	610	0%	83,364	22%	17,085	4%
02/16	13,032	4%	23,607	6%	1,025	0%	84,142	23%	14,337	4%
03/16	13,400	3%	27,976	6%	1,807	0%	101,374	21%	28,180	6%
04/16	17,642	2%	36,335	4%	4,316	1%	136,994	16%	30,208	4%
05/16	17,514	2%	38,337	5%	3,718	0%	135,394	18%	26,196	3%
					3					
Total	\$ 117,862	3%	\$ 227,871	5%	\$ 17,426	0%	\$ 835,887	18%	\$ 170,655	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	14,443	2%	118,367	16%	39,504	5%	22,562	3%	9,820	1%
11/15	13,073	2%	93,637	15%	38,661	6%	24,476	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,838	8%	21,065	5%	9,397	2%
01/16	10,738	3%	36,999	10%	34,083	9%	22,108	6%	9,416	2%
02/16	12,462	3%	46,390	12%	35,263	9%	19,997	5%	9,137	2%
03/16	15,117	3%	61,478	13%	38,016	8%	21,107	4%	12,049	2%
04/16	21,604	3%	125,695	15%	49,429	6%	27,812	3%	13,771	2%
05/16	19,370	3%	109,122	14%	49,965	6%	27,574	4%	15,294	2%
Total	\$ 119,731	3%	\$ 633,667	14%	\$ 318,759	7%	\$ 186,701	4%	\$ 90,510	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/15	112	0%	344,153	48%	-	0%	50	0%	719,686	100%
11/15	-	0%	273,123	44%	-	0%	-	0%	625,801	100%
12/15	310	0%	150,864	37%	-	0%	-	0%	407,658	100%
01/16	83	0%	135,746	35%	-	0%	-	0%	384,174	100%
02/16	120	0%	112,686	30%	-	0%	-	0%	372,197	100%
03/16	124	0%	169,342	35%	-	0%	-	0%	489,969	100%
04/16	118	0%	371,503	44%	-	0%	-	0%	835,430	100%
05/16	122	0%	330,868	43%	-	0%	-	0%	773,474	100%
Total	\$ 988	0%	\$ 1,888,285	41%	\$ -	0%	\$ 50	0%	\$ 4,608,392	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of Collection	For The Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209	\$442,268	\$539,766	\$580,905
NOV	OCT	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	\$532,757
DEC	NOV	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	\$362,364
JAN	DEC	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	\$292,783
FEB	JAN	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	\$298,406
MAR	FEB	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	\$377,962
APR	MAR	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	\$646,982
MAY	APR	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106	\$698,384
TOTAL		\$1,952,464	\$1,891,273	\$1,955,040	\$2,266,325	\$2,487,645	\$2,649,075	\$2,724,651	\$3,054,436	\$3,456,294	\$3,790,544

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of Collection	For The Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,425	\$179,922	\$193,635
NOV	OCT	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	\$177,586
DEC	NOV	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	\$120,788
JAN	DEC	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	\$97,594
FEB	JAN	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	\$99,469
MAR	FEB	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	\$125,987
APR	MAR	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	\$215,661
MAY	APR	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369	\$232,795
	TOTAL	\$650,821	\$630,424	\$651,680	\$755,442	\$829,215	\$883,025	\$908,217	\$1,018,145	\$1,152,098	\$1,263,515



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-12381

Clerk & Comptroller's Report 13. 3.

BCC Regular Meeting

Consent

Meeting Date: 06/22/2017

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 May 31, 2017;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 8, 2017;
- C. Approve the Minutes of the Regular Board Meeting held June 8, 2017;
- D. Approve the Minutes of the Executive Session held June 15, 2017; and
- E. Approve the Minutes of the Attorney-Client Session held June 15, 2017.

Attachments

20170531 CW Workshop - Homeless Summit

20170608 Agenda Work Session

REPORT OF THE COMMITTEE OF THE WHOLE (C/W) WORKSHOP/HOMELESS SUMMIT
OF THE BOARD OF COUNTY COMMISSIONERS
HELD MAY 31, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 12:15 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson IV, District 4
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

Absent: Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1

AGENDA NUMBER

1. Call to Order

Chairman Underhill called the Committee of the Whole (C/W) Workshop/Homeless Summit to order at 9:04 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 May 27, 2017, in the Board's Weekly Meeting Schedule.

3. Welcome by Chairman, Commissioner Doug Underhill

Chairman Underhill did not provide opening remarks.

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

AGENDA NUMBER – Continued

4. Community Partner Comments

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

- A. Charles Dillon, Founder and President of Carpenters House Global Ministries, who advised that his organization has been working with the homeless across the United States for 12 years and came to Pensacola approximately 12 weeks ago, and its mission statement is basically Matthew 25:35-40, keying in on Verse 40; furthermore, since arriving, he has noticed that there is a lot of blighted property, and there a lot of homeless people who want to work;
- B. Nancy Bullock-Prevot, CEO and Founder of HER Foundation, Inc., who advised that:
 - (1) HER stands for to Honor Empower and Rebuild, and the organization's purpose is to house homeless female veterans in Northwest Florida because there are no agencies in the area that just shelter homeless women; further, within 10 months of arriving to this area, a house, located at 6150 West Fairfield Drive, was donated to the organization, which is self-funded; and
 - (2) In her opinion, we, as a Country, haven't realized that veteran women are suffering from the same things that veteran men are suffering, such as PTSD (Post Traumatic Stress Disorder), TBI (Traumatic Brain Injury), and MST (Military Sexual Trauma); and community leaders should identify and recognize their veterans and recognize that there is a problem with services for military sexual trauma; and
- C. Mike Kimbrel, who commented concerning Sean's Outpost and its purpose.

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

AGENDA NUMBER – Continued

5. Point in Time Survey Results for Escambia County

The C/W:

- A. Viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *2017 Pit Report*, presented by John Johnson, Escarosa Coalition on the Homeless; and
- B. Discussed, and directed staff to work on, possible solutions for homeless individuals who are incarcerated with a bail bond of up to \$1,000.

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

The C/W:

- A. Heard a review from Eric Olson, City Administrator, of the following recommendations approved by the City of Pensacola's Task Force on Homelessness:
 - (1) Move to a culture of engagement – "This vision should no longer be to 'serve' the homeless community, but instead to dramatically and consequentially increase 'street graduation rates,' the proposal reads; handouts given outside of recovery programs (e.g., camping equipment, food, and cash), although well-intentioned by nice folks, actually perpetuate and increase homelessness through enablement; this change of culture will need to be communicated to the homeless community, the public, service agencies that help the homeless, the faith community, and tourists alike, the proposal indicates";
 - (2) Transform the Homeless Management Information System (HMIS) to a case management model – "That means that all agencies that serve the homeless must use this data management system, updates to it must be in real time, and funding to service agencies by foundations, government agencies, the United Way, and the Continuum of Care should be contingent upon participation in the HMIS system; it also recommends that a universal release form be created and used by all agencies";

(Continued on Page 4)

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

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

- (3) Increase the number of emergency housing units for families with children – "Ideally, Loaves and Fishes, the lead local agency that helps families with children, should add between 24 and 37 emergency housing units; they have a waiting list of 106 people waiting to move into transitional housing; the increase can be phased in for budget reasons, the proposal indicates; also, the program cycle should be lengthened from the current three weeks to the national best practices standard of eight weeks"; and
- (4) Establish come-as-you-are services at the Waterfront Rescue Mission – "This would make the mission the main intake portal for adult homeless people in the city and county; 'all adult homeless services should spoke off of this hub,' the proposal reads; once those services are operational, all countywide street feeding programs, food pantry programs and day-time services centers for adult homeless men and women should be relocated to that campus";

B. Made comments in favor of requesting that agencies receiving County funding use the HMIS system; and

C. Heard comments from each Commissioner concerning the recommendations reviewed by Mr. Olson.

Speaker(s):

John Johnson
Mike Kimbrel
Nancy Bullock-Prevot

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

AGENDA NUMBER – Continued

7. Public Comment

There were no speakers for Public Comment.

8. Discussion by Commissioners

Board Direction: The C/W recommends 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 approve to 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.

Recommended 4-0, with Commissioner Bergosh absent

9. Adjourn

Chairman Underhill declared the C/W Workshop/Homeless Summit adjourned at 12:15 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JUNE 8, 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 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
Amy Lovoy, Assistant County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, Chairman, District 2

1. FOR INFORMATION: The agenda for the June 8, 2017, Regular Board Meeting, was reviewed as follows:
 - A. Commissioner Bergosh and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda, and Don Bachand, Project Director, E2 Associates, LLC, along with Roger Edmunds, Director, E2 Associates, LLC, presented a PowerPoint Presentation, which was also provided in hard copy, entitled *Technology Break-through allows Clean-up of Pensacola Creasote Site*, and provided additional information, in hard copy, concerning the site;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Mrs. Witterstaeter reviewed the County Administrator's Report and Assistant County Administrator Lovoy read a statement by Commissioner Underhill concerning Items II-3 and II-6;
 - E. County Attorney Rogers reviewed the County Attorney's Report;

(Continued on Page 2)

REPORT OF THE AGENDA WORK SESSION – Continued

1. Continued...

F. Commissioner Robinson reviewed his add-on items;

G. Commissioner Barry reviewed his add-on items; and

H. Commissioner May reviewed his add-on items.

Technology Break-through allows Clean-up of Pensacola Creosote Site

presented by

E2 Associates LLC

08 June 2017

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Slide 1 of 23

Agenda Items

- Introduction of our Team
- The Companies
- The Problem
- The Summary of the Solution
- A Phased Approach
- Implementation - Phase 1, 2 and 3
- Budget for each Phase
- Technologies and References

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Slide 2 of 23

Introduction of our Team

- Roger Edmunds; Director
- Don Bachand; Project Director
- Robert Condon; Legal Counsel
- Terry Garrow; Geologist and Mining Expert
- Apologies: Richard Wright; Business Development Director

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Slide 3 of 23

The Company

E2 Associates LLC (E2A)

A company classified as a US Minority Owned Business that also represents Alaskan Native Corporations.

E2A can provide management and technical services and execute the Pensacola Works.

E2A-08Jun17
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The Problem

- The soil, sediment and ground water of the Site has been heavily contaminated with creosote and other contaminants including volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), PCP, phenolic hazardous compounds and dioxins and dioxin like compounds from the former wood-treating processes.
- The ground water has high concentrations as evidenced by the sample test holes drilled on site by the EPA.
- Containment efforts to date have had some limited success, but leaching has continued and recent EPA testing shows an expansion of contamination into neighboring housing.
- Creosote compounds are sticky and cling to soil. Creosote is also suspended and transported in water making impermeable containment difficult.
- Effective solutions have not been available.

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The Threat

Recent testing by the EPA has shown the level of contamination in the soils, surface water, sediments and groundwater in the Pensacola Site. The contaminants include phenolic compounds and polynuclear aromatic hydrocarbons (PAHs) including pentachlorophenol, phenol, flouranthene and naphthalene as well as dioxins.

- The analysis shows that:
 - Contaminated soils are a potential health hazard to the local residents through direct contact.
 - Contaminated groundwater is a potential health threat to local residents using private irrigation wells.
 - Pensacola Bay is threatened by potential discharge of contaminated water.

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Solution Summary

- Destruction of the creosote contaminants and compounds is very difficult, however, technologies now exist that can destroy the creosote and eliminate the contamination, that did not exist in prior clean up efforts at this Site.
- There is no need to defer the problem to future generations because we have a cost effective solution that:
 - Removes the creosote from the soil into water that is then transported for treatment On-Site. (This is a major break through.)
 - Destroys the creosote when suspended in water and renders it safe and non hazardous. (This is a major break through.)
 - Seals off areas with an impermeable barrier preventing further leaching from the Site.

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Solution - Phased Approach

Decontamination of the Site will be achieved in three phases:

Phase 1: Testing and Demonstration

Prove and demonstrate that we can reliably:

- Wash out Creosote contaminants and compounds from excavated soil into water.
- Creosote contaminants and compounds in water can be destroyed.
- Bio-Grout injection forms an impermeable barrier preventing further leaching from the Site.

Phase 2: Optimizing Cost and Time of Site Decontamination

Establish process equipment at site and optimize the technology combinations to destroy creosote contaminants and compounds.

- Continuously run the temporary process equipment for 2 months whilst optimizing process configuration reducing ground water levels within the contaminated areas.
- Demonstrate methods that remove creosote from soil without excavation using a Polymer Injection System...
- Compare and select Bio-grout or polymer Injection system as the optimum 'Impermeable Site Barrier'...
- Review all site documents and establish a Site Decontamination Plan.

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Solution - Phased Approach

Phase 3: Decontaminating the Site

Implement the agreed Site Decontamination Plan that will ensure:

- Properties in and adjoining the Site are safe.
- There is no spillage of contaminated water run-off into Pensacola Bay.
- Whenever possible soil is cleaned in-place (avoiding the expense of excavation).
- The Site boundaries are sealed to prevent further leaching.

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Phase 1 - Testing and Demonstration

This first phase will undertake testing to demonstrate that the Pensacola Site can be cleaned of contamination because:

- (a) Excavated soil can be cleaned of contamination;
- (b) The cleaned soil is harmless and can be reused;
- (c) Creosote and derivative compounds can be destroyed and the cleaned water safely reused, or safely discharged to the environment;
- (d) Creosote contaminants and compounds can be contained within the Site by Bio-grout Injection;

Please refer to the attached Notes for further information

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Phase 2 - Optimizing Cost and Time

Phase 2 will start after acceptance of Phase 1 results.

The cost and time of controlling and decontaminating the Pensacola Site will be optimized:

- (a) Process equipment will be mobilized to site.
- (b) Destruction of creosote contaminants and compounds will be optimized in a process configuration simulating the anticipated system of 4 cavitation reactors in series that will destroy creosote in water at the rate of 80%, 96%, 98% and 99% respectively in each of the reactors.
- (c) Removal of creosote contaminants and compounds from soil without excavation will be trialed using the Polymer Injection system where deep wells are drilled and shallow treatment holes used to pump the Polymer into the surrounding soil. The polymer and absorbed creosote are collected in the deep well and pumped to the reactor system for destruction.
- (d) Compare and select Bio-grout containment and Polymer Injection systems as the optimum solution in locations around the Site to prevent future leaching.
- (e) Establish and agree a cost effective Site Decontamination Plan.

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Please refer to the attached Notes for further information.

Phase 3 - Site Decontamination Plan

Current thoughts are:

- Inject bio-grout around the most sensitive contaminated areas, for example those bordering the surrounding properties and streams to contain the problem.
- Continue to install either the Bio-grout or well-cleaning-system around the perimeter of the Site to contain the entire problem. Install the Polymer Injection deep well soil cleaning system in locations that are more cost effective than the bio-grout system.
- Monitor the Polymer Injection system and operate when wells are contaminated.
- Simultaneously, remove and decontaminate the top 3ft to 6ft layer of the Site. Once decontaminated return the soil to the Site and compacted it, thereby preventing flash floods from washing contamination outside the Site boundary.
- All of the above would be undertaken in close liaison with the EPA Site Manager, the City Environmental Manager and other persons with detailed first-hand knowledge of the Site.

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Phase 3 – Site Decontamination Plan

Working with the City Planners:

- Opportunity exists to work closely with the City Planners and their vision of the Pensacola Site Development Plan. We could integrate the Site decontamination plan with the requirements of the City Plan.
- Excavations made for the purposes of controlling contamination, water naturally flowing from the site and storm water run-off could be made taking account of the natural topography of the Site, planned community recreational areas and deep excavations required for underground car parks, designed by the City Planners.
- This would avoid excavations being dug twice and the holes and trenches could be lined and loosely backfilled with a paving layer of lean mix concrete or paving to keep the excavation safe and dry.

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Budget for Phases 1, 2 and 3

Phase 1: Testing and Demonstration
Mobilisation of resources equipment and site office. Agree soil sample points and ground water collection areas and demonstrate the technology will:

1. Wash out creosote contaminants and compounds from excavated soil into water.
2. Destroy Creosote contaminants and compounds in water.
3. Bio-Grout injection form an impermeable barrier preventing leaching.

Phase 1 Cost is US\$ 700k, completion in 3 months.

Phase 2: Optimizing Cost and Time of Site Decontamination
Establish process equipment at site and optimize creosote contaminants and compounds destruction technology combinations.

- Continuously run the process equipment for 2 months whilst optimizing process configuration reducing ground water levels in sensitive area.
- Demonstrate methods that remove creosote from soil without excavation using a Polymer Injection System..
- Compare and select Bio-grout or polymer injection system as the optimum 'Impermeable Site Barrier' for the various types of soil.

Phase 2 Cost estimate US\$ 1 million, completion in 3 months.

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Budget for Phase 3

Phase 3: Decontaminating the Site
Recent reports in the Pensacola News Journal dated 26 April 2016 contained the headline that the EPA needs another \$34 million to finish mitigation at former site of American Creosote Works. The article continued stating that the EPA has remediated portions of the area over roughly the past two decades and is planning the last push of the clean-up effort. However, the federal agency has already spent approximately \$30 million on the site and would need an additional \$34 million to finish mitigation.

Against that background, we can say with confidence and certainty that the Break-through Technologies will allow us to provide magnificent results by comparison, with contamination managed, controlled and destroyed.

We are confident because this Break-Through Technology has been promoted by the EPA at the Federal Remediation Technologies Roundtable held on 09 May 2017 in Arlington offices to discuss Heavy Metals – Mining Site characterisation and Treatment. We now want to work with the EPA Site Manager and your Environmental Officer to provide the best solution at reasonable cost.

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Phase 1 - Payment Schedule

Phase 1: Testing and Demonstration Stage Payments

Confirmation of Commitment: 10% US\$ 70,000
Mobilise project team to Pensacola Site and undertake an initial Site review, meet with Pensacola Environmental Officer and EPA Site Manager, review documentation and agree sample point and testing philosophy.

Mobilise Testing Team: 80% US\$560,000
Mobilise project team to site, take samples undertake sample analysis at site
Contract with 3rd Party Accredited Testing laboratory.

Undertake trials using Synthetic Polymer to remove contamination from soil, at site.
Undertake trials to destroy water borne contaminants using cavitation and oxidation processes at head office.

Demonstrate contamination can be removed from the soil using synthetic polymer and water, and that the contaminants in the water can be destroyed.

Prepare and issue the Demonstration Test Report. 10% US\$70,000
Record the Demonstration Test Results in a formal Report.

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BREAK-THROUGH TECHNOLOGIES

Destroying the Creosote (for the technical reader):

- The Cavitation Reactor:**
 The key component to the Decontamination Process is the revolutionary reactor systems that are a proven process, as witnessed by the EPA, that **decontaminates all types of municipal, agricultural, and industrial wastewater.** The contaminants are molecularly altered rendering them inert ready for safe disposal to the environment.
 Cavitation technology then imparts a destruction process onto the water borne contaminants, breaking them into smaller particles and imparting an instantaneous Ultra-High temperature in the order of 8500 Deg F and equivalent Ultra High internal pressures **using a specialized cavitation technique.** This is an **entirely closed multi-stage process** where the reactors also produce micro-bubbles that induce electrical potential at the shear plane of the electrical double layer. The typical magnitude of the potential varies between 0 - 200 mv where both negative and positive values are possible depending on electrochemistry of the solid - liquid interface.
- The Advanced Oxidation Process:**
 Cavitation treatment can be further optimized as required using advanced oxidation technology to **help break down donor molecules by increasing electron transfer.** These treatment systems working together have been shown to destroy a wide range of problematic compounds and substances.

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BREAK-THROUGH TECHNOLOGIES

- Synthetic Polymer absorption of Creosote (for the technical reader):**
 Creosote and derivative compounds are particularly difficult to destroy because the creosote rings are very stable and cling to the soil. Synthetic polymers are very effective at eliminating the clinging effect of the creosote molecule by **breaking the bond** between the molecule and the soil.
- The effect is for the creosote to be **preferentially absorbed into the polymer** and washed out of the soil with water. The polymer containing creosote contaminants and compounds is then separated from the water using membranes and the great majority of water can be safely reused or safely discharged to the environment.
- The water concentrate containing the polymer and the creosote contaminants and compounds are then passed for destruction using the cavitation and advanced oxidation technologies.
- Synthetic polymers have been used very effectively in the **control and cleaning mine water leachate**, where minute concentrations have an extraordinary effect of removing by absorption very poisonous substance contained in soils and contained in water.

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Performance of the technology

- Hazardous Compound Destruction:**
 Destruction at Carpenter Snow Creek Mining District shows the Reactor can remove an average of 90% of metals in a single pass, as shown in the table below.



This was a non-optimised test where the contaminants were Passed through the reactor once. Repeated treatments will further improve the percentage removed.



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Performance of the technology

Destruction of organic substances similar to creosote contaminants and compounds:

- Organic substances such as Trichloroethylene and Benzene have been treated in single treatments and the results are shown in the table below.
- Repeated treatments will continue to further improve the percentage removed.

Destruction of TCE and Benzene

	Destruction (%)
Tri Chloro Ethylene	Benzene
First run	97.6
Second run	91.6
Third run	96.3
	60.5
	95.8
	95.4

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REFERENCE PROJECTS

Location : Arlington Desalination Facility

- **Project:** Remove chlorides and contaminants from RO waste stream
- **Results:** The waste stream contained 30 times more salts than sea water and the discharged flow was 25% of their feed water supply rate.

The Decontamination Process Unit was installed and removed contaminants from the water. After a 7 month testing period 79% of the waste water could be cleaned and recycled for reuse and the rate of waste water discharge was reduced from 25% only 5% of their feed water supply.

The system allowed the recovery of 79% of the water that would have been discharged to the sea and the removal of salts markedly improved reliability, availability and maintenance of the facility. Operation and maintenance of the facility is said to be improved by a factor of 3.

- **Operational Recommendation**
"Over the last 20 years, the Western Municipal Water District in CA has tested numerous treatment technologies exploring ways to reduce cost and improve water quality. The cavitation system which was tested at the Arlington Desalinated facility is extraordinary both in its efficacy and performance."
 Ray Marshall, Chief Plant Operator

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References

Location: Carpenter Snow Creek Mining District

- **Project:** Reduce effects of mine discharge
- **Results:** With single pass through reactor more than 90% of contaminants were eliminated. Please refer to Slide 17 for the percentage of heavy metals and compounds removed.

Location: EPA Building Arlington

- **Federal Remediation Technologies Roundtable** on Tuesday 09 May 2017.
- The cavitation technology we will use at the Pensacola Site was the only solution presented to the meeting convened by the EPA to discuss methods for reducing the discharge of heavy metals from mine leachate.
- This technology is word class and the best available

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Slide 22 of 23

Discussion

Thank you

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Slide 23 of 23

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References

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Discussion

Thank you

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5:06:23 of 23

American Creosote Works (Pensacola Plant)

From Wikipedia, the free encyclopedia

[https://en.wikipedia.org/wiki/American_Creosote_Works_\(Pensacola_Plant\)](https://en.wikipedia.org/wiki/American_Creosote_Works_(Pensacola_Plant))

The **American Creosote Works Superfund** site is an inactive wood-treating facility in Pensacola, Florida located about a quarter-mile north of the confluence of Bayou Chico and Pensacola Bay.^[1] The Superfund program of the United States Environmental Protection Agency (EPA) protects the public and the environment by requiring cleanup of the nation's worst hazardous waste sites.^{[2][3]}

HISTORY

The plant operated from 1902 until 1981, when the company filed for bankruptcy. Before 1950, creosote was the primary wood preservative chemical, and after 1950 pentachlorophenol (PCP) became the preferred chemical. Prior to 1970, operators discharged liquid process wastes into two onsite, unlined, percolation ponds which were allowed to overflow into Bayou Chico and Pensacola Bay. Later, workers drew wastewaters off the ponds periodically and discharged them into designated "spillage areas" on site. Additional discharges occurred when heavy rainfall flooded the ponds, which then overflowed their dikes.

Contamination Concerns

The site is in a predominantly residential area, with commercial properties along the northern boundary. Though the area is served by municipal water supplies, numerous residents and businesses operate private irrigation wells. Major contaminants in the soil, sediment, and groundwater are volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), PCP, and dioxins and dioxin-like compounds from the former wood-treating processes.

A2 ASSOCIATES LLC - PROJECT TEAM

CORE TEAM MEMBERS:

Richard Wright:	Business Development and Commercial Director
Nusrat shah	Financial Director
Don Bachand:	Project Director
Robert Condon	Senior Legal Council
Bruce Griffin	Senior Contracts Manager
Ken Hart	Engineering Director
Paul Spice	Project Controls Manager

EXECUTION DEVELOPMENT TEAM

Clem Marshall	Project Manager
Corrie Van Der Merve	Senior Process Manager
Chao N. Cheng	Senior Process Controls Manager
James Mc Nally	Financial Controller

PROFESSIONAL SUMMARIES OF CORE TEAM

RICHARD WRIGHT

Business development and commercial Director with executive management experience gained from major project execution and claims reporting to the Board and the Partner Consortiums on major oil and gas projects. 20 years+ experience managing the commercial, cost and planning of major Oil and Gas Projects, experienced in both Client and Contractor senior management roles of complex multi-discipline projects involving onshore, offshore and pipeline facilities from conception through conceptual design, detailed engineering, procurement, construction offshore installation and commissioning financial close and handover. Subject Matter Expert in Claims and Construction Dispute Resolution with long term assignments with Industry Majors and renown companies, including Trett Consulting, GT Fairway, AMEC SAIPEM and SNC Lavalin. Claims of value more than US\$2 Bn have been successfully directed, managed and executed in the oil and gas, waste water management and major building sectors. Strong environmental business credentials.

NUSRAT SHAH

Head of Economics and Project Appraisal team for Eni in London United Kingdom, for over 10 years. The projects included offshore Oil and Gas fields operated by BP, Shell, Mobil, Chevron, and other oil majors where Eni had a joint partnership interests. Nusrat then moved on to Business Development, and Commercial Negotiations for divestment, and acquisition of Eni interests in the upstream sector. Nusrat has also worked in senior positions in Occidental Petroleum in North African projects for 11 years, experience including corporate strategy, long term planning, and financial management. Nusrat has a Master of Business Administration (MBA) degree from Boston University which was under an executive merit scholarship by Occidental.

Nusrat has experience in team management, and project execution in the construction industry. For 5 years he has been the head of projects for Earthquake reconstruction in Kashmir, and in Northern Pakistan where his company built a hospital for Red Cross, and other building projects using earthquake safe light steel frame technology.

DONALD BACHAND

Project Director and project manager for the business development, design, procurement, construction and commissioning of major plants for 20+ years. The projects in the oil and gas sector include two Industrial Waste Water Treatment plants in Qatar removing contamination from the water discharged from LPG Plants, 1.8m tpy Coal to Methanol Plant at US\$ 2.8 Bn, oversight for a 10,000 pd cement plant, industrial hub comprising Methanol, Ammonia power, port and infrastructure facilities, and Aromatic Refinery value US\$ 2.4 Bn, and in Saudi Arabia a petrochemical complex of value US\$10 Bn in a 10 year period comprising Acetyl Complex, Methanol and BDO (Butanedio) Plants, an ultra-large Carbon Dioxide Plant, Ammonia and Ethanol Acetate plants. Many of these projects were awarded on a Lump Sum Turnkey contract basis and were completed under budget with performance significantly above 100% of design. Earlier projects before 2000 focus on building a series of Methanol Plants in various roles being Project Manager,

project engineer and engineering and commissioning manager for plant in Alberta Canada and New Zealand.

ROBERT CONDON, SENIOR LEGAL COUNSEL

A professionally qualified lawyer with 20+ years of experience managing all aspects of high value risk and all agreements for onshore & offshore projects. Strong commercial acumen and a solid base of business management. Managing all legal aspects of the bidding process to contract award. Drafts and negotiates major contracts included but not limited to FEED, EPC and EPCI related to large oil, gas and petrochemical construction projects. Highly skilled Technology Licensing Agreements and in protecting intellectual property. Manages all legal aspects of governmental regulation included but not limited to Environmental and Topographical. Adept in joint venture agreements and shareholder agreements and all documents pertaining to corporate governance. Experience includes but is not limited to Refineries, Storage and Petrochemical Plants with Total Investment Cost (TIC) exceeding USD \$ 8 Billion.

BRUCE GRIFFIN SENIOR CONTRACT MANAGER

Extensive international project, multi-billion dollar contract management and contract procurement experience. An experienced manager with excellent commercial, project management, negotiation, contracts formulation and administration, communication and computer skills. Ability to work under pressure, directing others, monitoring quality of documents, mentoring, control and management of cost and schedule, coaching, decision making, commercial negotiation skills, multi-tasking ability, good knowledge of technical disciplines related to petrochemical and oil and gas projects, exposure to multi-billion dollar EPC environments, excellent knowledge of contract law and project management processes.

KEN HART ENGINEERING DIRECTOR

Ken is a seasoned engineering director with over 20 yrs. experience in engineering and project execution of Major Project. He has been one of two directors of their own company marketing EPC solutions for complex electrical and control solutions. He has managed engineering projects within Canada and

overseas. He has worked with a number of Licensors and EPC contractors to ensure owners requirements are incorporated into the design. He is leader of commissioning teams insuring flawless startup of many oil and gas petrochemical projects

PAUL SPICE PROJECT CONTROLS MANAGER

Over 35 years of practical, hands-on international EPC Project Management experience, Paul is responsible for developing, leading, and managing multi-national and multi-disciplined Project Controls teams, for the timely and in-budget completion of major world-class EPC oil/gas/pharma/petrochemical projects.

With 21 year's direct experience as a senior Project Controls Manager, Paul has a proven record of developing, managing, leading, and motivating his team. Skills include creation of Primavera logic-driven and resourced schedules, Monte Carlo simulation, capital cost estimating, WBS and PMS development for FEED through Completion, site cost and budget control, and contract administration is supported by the preparation and effective presentation of Project Reports to the Owners and their Financial and Technical Advisory Teams, plus all other stakeholders as required, including shareholders, lenders' consultants, financial institutions, licensors, and governments.

Paul's empathy with local culture has built the foundation of a proven ability to effectively communicate, firmly and sensitivity, with a wide range of diverse international communities, including employees, contractors, sub-contractors, bankers, advisors, international organisations, and local governmental departments.

EXECUTION DEVELOPMENT TEAM

CLEM MARSHALL PROJECT MANAGER

Clem has over 25 yrs. experience in operations, design and commissioning of major petrochemical facilities worldwide. He just completed upstream oil and gas

phased production facilities in Canada. He leads by example and insure objective are met.

He has a great deal of methanol experience being involved in over 7 new facilities.

CORRIE VAN DER MERVES SENIOR PROCESS MANAGER

Corrie has over 28 yrs. experience in the process engineering field as well as an engineering degree he has MBA. He has managed many process packages for major engineering firm such as Flour. He was the process manager for major projects conducted in Saudi Arabia. Working with Huntsman, UOP, and Davy, Lurgi technology providers. He is international expert in water treatment facilities and just presented a paper at LSU in USA.

CHAO N. CHENG SENIOR PROCESS CONTROL MANAGER

Chao has over 30 years working in the refinery and petrochemical industry and Holds a Master degree in process control. The majority of this experience was as system manger with Shell he was responsible for optimization of all Shell refineries as well as Shells software management. Chao would be a part time resource available on as required bases.

JAMES MC NALLY FINANCIAL CONTROLLER

Jim is a financial Manager and Controller with 28 yrs. Experience. He managed all financial payments, loan interfaces, and budgets for Sipchem projects for over 10 yrs.

He is highly qualified individual that can insure proper set up and tools are incorporated during development stage up to and including operational stage of the facilities. He interfaces well with finance institutes to insure timely drawdowns and transfers occur. His current CV will give specifics.

29 May 2017

E2 Associates & RRN Global

ADVANCED OXIDATION TECHNOLOGY

Advanced Oxidation is a proven technology that is effectively used for destruction of many types of organic chemistries, usually in a water based solution. Advance Oxidation is not a phase transfer process, so the target organic contaminant is not simply collected on media or concentrated in a volume of liquid that must be disposed of as hazardous material. The final constituents of the ideal Advanced Oxidation process are inert $\text{CO}_2 + \text{H}_2\text{O}$.

A premier Advanced Oxidation system has been developed by combining the best attributes of several treatment technologies into one single packaged system. Ozone gas injection, ultraviolet irradiation and Hydrogen Peroxide chemical dosing act together synergistically to produce highly reactive OH molecules that quickly and effectively destroy organic chemical molecules and kill all viable biological species present in the processed water.

Every potential application is unique. The optimum equipment combination starts with the analysis of the target water or solution composition, using experienced design engineers to develop a system of technologies that will effectively achieve the recovery goals required. The engineers generate operating performance projection models to verify the performance capabilities of the selected equipment. Additional filtration, adsorption and membrane separation technologies are employed when required to treat difficult applications.

Technical Statement from Cavortex Chief Scientist – 31 May 2017

“ Hydrodynamic cavitation generates hydroxyl radicals that are strong oxidizers. Results have shown high levels of destruction of a variety of organic species, such as trichloroethene, benzene, toluene, nitrophenol, and red dye. Specific tests have not been run with creosote, but based on other results it is highly likely that the Cavortex process would be capable of destroying creosotes. Optimization tests would be needed to define the best process conditions and the levels of destruction achievable. Previous results have shown, however, that both high and low concentrations of substances like creosote can be treated. The only variable with heavier concentrations is the number treatments that are required. Experience of multiple treatments shows that in a four treatment train the percentage removal achieved is can be expected to lie in the range 80%, 96%, 98% and 99% in each of the four treatment stages. Creosote treatment may not follow this rate of destruction and may require additional treatment stages within the enclosed process system, but experience indicates destruction of organic compounds can be achieved to the levels required by Law. To assist with assessments, it would be helpful to have water analyses indicating the levels of contaminants present along with the target levels for remediation. ”

E2 Associates

Rotational Treatment System

Treatment Results

The Cavortex reactor is capable of treating **all types of municipal, agricultural, and industrial wastewater** removing the following cost effectively and unsurpassed in scale:

Partial List of Contaminants

Naphthenic acids
Phosphates
Phosphorous
Bacteria
Cyanide
Arsenic
Mercury
Lead
Zinc
Cadmium
Selenium
Chlorides
Most TDS

PRIVATE AND CONFIDENTIAL

Report on the Treatment of ALUM SLUDGE

This report shows the flocculant effect of synthetic polymer removing substances from Alum Sludge produced by water treatment plant (WTP) when added to the water at 3 Concentrations being 0.5%, 0.05%, and 0.005%

Rev 5 - Issued for review by Ferry and Wainwright 17 May 17

- NOTES:**
- The test results in the table below are from only one pass through the treatment process.
 - The treatment system is entirely closed so the tailings can be treated multiple times as required.
 - At a chemical stock it is expected that a full treatment may involve multiple stages treatment within the closed treatment system until the particular problematic substances are removed to the required level.
 - The contaminated water can be repeatedly cleaned within the enclosed treatment system until the level of contaminants of the water awaiting discharge from the treatment system meets or better the levels required by Law.
 - Please review the Test Procedure Notes and Results at the foot of the Table.

1	Name	Symbol	Lowest Dose/In Unit	Units	Alum Sludge Control Sample	LIGHT Treatment	MEDIUM Treatment	HEAVY Treatment	NOTES on specific contaminants of interest
2	PHYSICOCHEMISTRY				Water	Water	Water	Water	
3	pH		0.10	pH units	6.51	6.52	6.51	6.76	
4	Aluminium		0.10	mg/litre	4.60	51.0	50.5	63.1	
5	Antimony		0.0010	mg/litre	<0.0010	<0.0010	<0.0010	<0.0010	98.5 below det.
6	Barium		0.0010	mg/litre	1.10	0.0013	0.0132	0.0171	98.4
7	Bismuth		0.0010	mg/litre	7.05	0.0807	0.0956	0.114	98.4
8	Boron		0.0010	mg/litre	<0.0010	<0.0010	<0.0010	<0.0010	below det.
9	Bromine		0.0010	mg/litre	<0.0010	<0.0010	<0.0010	<0.0010	below det.
10	Calcium		0.0010	mg/litre	0.0014	0.0014	0.0010	0.012	below det.
11	Chlorine		0.0010	mg/litre	0.0031	99.5	0.000930	0.000051	98.4
12	Chromium		0.0010	mg/litre	5.1	8.45	8.50	8.6	98.6
13	Cobalt		0.0010	mg/litre	0.0010	0.0010	0.0010	0.0010	98.7
14	Copper		0.0010	mg/litre	0.100	0.0014	0.0010	0.0010	98.7
15	Iron		0.0010	mg/litre	1.99	1.10	0.0010	0.0010	98.5
16	Lead		0.0010	mg/litre	0.0010	0.0010	0.0010	0.0010	98.5
17	Magnesium		0.0010	mg/litre	0.65	0.0028	0.0064	0.0098	98.5
18	Manganese		0.0010	mg/litre	1.58	1.79	2.05	1.99	98.7
19	Mercury		0.0010	mg/litre	22.6	0.370	0.374	0.374	98.5
20	Molybdenum		0.0010	mg/litre	0.025	<0.0010	0.0010	0.0010	98.5
21	Nickel		0.0010	mg/litre	0.0010	0.0010	0.0010	0.0010	98.5
22	Nitrogen		0.0010	mg/litre	31.4	0.197	0.0042	0.0054	98.5
23	Phosphorus		0.0010	mg/litre	0.0010	0.0010	0.0010	0.0010	98.5
24	Potassium		0.0010	mg/litre	31.3	0.328	0.335	0.508	98.4
25	Rubidium		0.0010	mg/litre	0.004	0.00114	0.00114	0.00114	98.5
26	Selenium		0.0010	mg/litre	0.0010	0.0010	0.0010	0.0010	98.5
27	Silver		0.0010	mg/litre	465	2.16	3.92	5.74	98.9
28	Sodium		0.0010	mg/litre	0.0011	<0.00010	0.00015	0.00016	98.5
29	Strontium		0.0010	mg/litre	8.13	1.35	1.48	1.48	98.5
30	Sulphur		0.0010	mg/litre	98.3	98.3	0.0010	0.0010	98.5
31	Tantalum		0.0010	mg/litre	<0.0010	<0.0010	<0.0010	<0.0010	below det.
32	Thallium		0.0010	mg/litre	<0.0010	<0.0010	<0.0010	<0.0010	below det.
33	Thorium		0.0010	mg/litre	0.0010	0.0010	0.0010	0.0010	98.7
34	Tin		0.0010	mg/litre	0.0010	0.0010	0.0010	0.0010	98.8
35	Titanium		0.0010	mg/litre	0.100	0.0010	0.0010	0.0010	98.4
36	Vanadium		0.0010	mg/litre	<0.0010	<0.0010	<0.0010	<0.0010	below det.
37	Zinc		0.0010	mg/litre	0.839	0.00465	0.00465	0.00465	98.9
38	Zirconium		0.0010	mg/litre	0.609	0.00173	0.00173	0.00173	98.4
39					0.0010	0.0010	0.0010	0.0010	98.9
40					0.0010	0.0010	0.0010	0.0010	98.2
41					0.0010	0.0010	0.0010	0.0010	98.2
42					0.0010	0.0010	0.0010	0.0010	98.2
43					0.0010	0.0010	0.0010	0.0010	98.2
44					0.0010	0.0010	0.0010	0.0010	98.2
45					0.0010	0.0010	0.0010	0.0010	98.2
46					0.0010	0.0010	0.0010	0.0010	98.2
47					0.0010	0.0010	0.0010	0.0010	98.2
48					0.0010	0.0010	0.0010	0.0010	98.2
49					0.0010	0.0010	0.0010	0.0010	98.2
50					0.0010	0.0010	0.0010	0.0010	98.2
51					0.0010	0.0010	0.0010	0.0010	98.2
52					0.0010	0.0010	0.0010	0.0010	98.2
53					0.0010	0.0010	0.0010	0.0010	98.2
54					0.0010	0.0010	0.0010	0.0010	98.2
55					0.0010	0.0010	0.0010	0.0010	98.2
56					0.0010	0.0010	0.0010	0.0010	98.2
57					0.0010	0.0010	0.0010	0.0010	98.2

- NOTES TO ASSIST INTERPRETATION OF THE DATA:**
- The Alum Sludge Control Sample is a representative sample of the Alum Sludge from the WTP.
 - The process used for testing the WTP Alum Sludge has been used with many similar and many different slurries and is considered technically reliable and the results are replicable. The client's slurry sample is shaken for 10 minutes, then allowed to settle for 30 minutes. Four samples 100 ml each are decanted into 100 ml flasks. The contents of each flask are analysed for pH and by ICP-AES for metal content.
 - The Alum Sludge Slurry has consistent pH across all 4 samples (1 control, 3 synthetic), suggesting that adding Synthetic Polymer that effectively 'clumps' around the Aluminium enabling effective separation from the water.
 - Injecting Synthetic Polymer at a very low concentration of 0.005% removes almost all the Aluminium from slurry into the Synthetic Polymer that effectively 'clumps' around the Aluminium enabling effective separation from the water.
 - Injecting Synthetic Polymer at a very low level of 0.005% concentration has a dramatic effect enabling Aluminium, Arsenic, Chromium, Lead, Selenium, Strontium and almost all of its other metals in the sludge to be adsorbed by this Synthetic Polymer. Recycled out of and eliminated from the Alum Sludge.
 - Treated and recycled Alum Sludge from the WTP contains minimal Arsenic, Cadmium, Chromium, Lead, Selenium Strontium toxic metals.

TBA
This column is to be completed with pertinent comments

Water
TBA for example:
Floculates and separates well, enabling separation of Al from the slurry and water.

Optimizing Heavy Metal and Other Contaminants Removal from Mining and Waste Water Operations

Federal Remediation Technologies Roundtable
Arlington, VA
May 9, 2017



Michael Smith, President
Cavortex Technologies International

The Company

- Cavortex Technologies International, Inc.
 - Founded in 2014
 - Headquartered in Irvine, California
 - All products are proudly designed and manufactured in the USA
- Intellectual Property
 - Invented the Cavortex reactor for multiple water uses
 - International patent pending

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The Cavortex Reaction Process



Intake
Water is pumped into the Cavortex reactor pat. Multiple units can be used in parallel to meet flow rate requirements.



Cavitation Zone
In the reactor, the process stream undergoes hydrodynamic cavitation, changing structural and charge characteristics of organic and inorganic species. Pathogens are destroyed.



Final Processing
The water stream can be used in tandem with separation and mitigation processes such as filtration or reverse osmosis.

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Discussion Topics

1. Overview of Hydrodynamic Cavitation
2. Results of Carpenter Snow Creek Trials
3. Process Advantages
4. Other Applications for the Cavortex Technology
5. Strategic Partnerships
6. Status/Next Steps

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Overview of Hydrodynamic Cavitation

Cavitation involves the formation and collapse of vapor cavities in a liquid. The collapse or implosion of these cavities creates localized zones of high temperature and pressure. Hydrodynamic cavitation occurs when liquid flow conditions create pressure variations. In aqueous streams, hydrodynamic cavitation results in formation of hydroxyl radicals, as well as transformations to dissolved salts and suspended solids.



Physical Processes

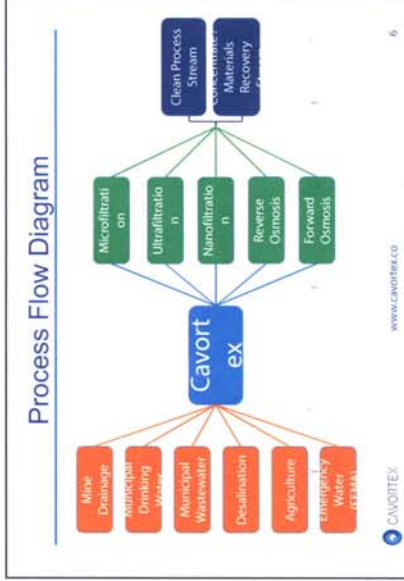
- Pathogen cell disruption
- Mineral and salt transformations
- Emulsification
- Atomization
- Generation of nano particles

Hydrodynamic Cavitation Transformations

Chemical Processes

- Increased transport coefficients
- Increased interfacial area
- Oxidation
- Crystallization
- Generation of extreme temperature and pressure

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Cavortex Trials at Carpenter Snow Creek

Site Description
 Carpenter Snow Creek Mining District Superfund Site (CSCMD), Cascade County, Montana (One of Hundreds of EPA Designated Superfund Sites)
 9,000 acres with mine tailings, waste rock, and acid mine drainage
 90 abandoned mines resulting in metal concentrations in surface water and soil at levels that are detrimental to human health and environment
 Added to Superfund Program's National Priorities List in 2001

Cavortex Trials
 "We selected the highest challenge facing CSCMD in 2015 for the reactor tests. Results were exceptional!"
 Environmental Protection Agency Project Manager
 Cavortex trials conducted to:
 Reduce heavy metal concentrations
 Demonstrate cost effectiveness
 Demonstrate small footprint, rapid deployment, and low maintenance

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Removal of Primary Contaminants of Concern

Heavy Metals (ppm) by % Solving Capacity

Contaminant	Initial Concentration (ppm)	Final Concentration (ppm)	% Solving Capacity
Lead	100	10	90%
Cadmium	100	10	90%
Chromium	100	10	90%
Copper	100	10	90%
Iron	100	10	90%
Manganese	100	10	90%
Nickel	100	10	90%
Vanadium	100	10	90%
Zinc	100	10	90%
Aluminum	100	10	90%
Barium	100	10	90%
Boron	100	10	90%
Calcium	100	10	90%
Chloride	100	10	90%
Fluoride	100	10	90%
Hydrogen Sulfide	100	10	90%
Mercury	100	10	90%
Phosphate	100	10	90%
Sulfate	100	10	90%
Sulfide	100	10	90%
Total Dissolved Solids	100	10	90%
Total Suspended Solids	100	10	90%
Ammonia	100	10	90%
Ammonium	100	10	90%
Antimony	100	10	90%
As	100	10	90%
Asbestos	100	10	90%
Bismuth	100	10	90%
Bromine	100	10	90%
Bromide	100	10	90%
Chromium VI	100	10	90%
Chromium III	100	10	90%
Cobalt	100	10	90%
Cyanide	100	10	90%
Fluoride	100	10	90%
Gold	100	10	90%
Iron	100	10	90%
Lead	100	10	90%
Manganese	100	10	90%
Mercury	100	10	90%
Nickel	100	10	90%
Phosphorus	100	10	90%
Phosphate	100	10	90%
Platinum	100	10	90%
Plutonium	100	10	90%
Radon	100	10	90%
Radium	100	10	90%
Selenium	100	10	90%
Silver	100	10	90%
Sulfate	100	10	90%
Sulfide	100	10	90%
Tantalum	100	10	90%
Tellurium	100	10	90%
Thallium	100	10	90%
Vanadium	100	10	90%
Zinc	100	10	90%

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Other Applications for the Cavortex Technology

- Recovery of reverse osmosis concentrate: 2017 municipal desalter tests: Significant impact on brackish water
- Portable potable water systems: Emergency and backup use
- Humanitarian: Water treatment in developing countries
- Fracking water
- Coal ash pond treatment
- Irrigation and agricultural water

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Results of Cavortex Trials at Carpenter Snow-Creek

Metals Removal (%)

Metal	Removal (%)
Aluminum	98.3
Antimony	99.1
As	98.4
Asbestos	99.1
Bismuth	98.4
Boron	99.1
Calcium	98.4
Cadmium	99.1
Chromium	98.4
Copper	99.1
Iron	98.4
Lead	99.1
Manganese	98.4
Nickel	99.1
Selenium	98.4
Silver (Ag)	99.1
Sodium	98.4
Strontium	99.1
Thallium	98.4
Zinc	99.1

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Process Advantages

- Simple, robust process
 - Durable, wear-resistant components
 - No moving parts
 - Off-the-shelf auxiliaries: Pumps, valves, etc.
- Small footprint
 - Each 14" x 14" x 48" reactor processes 400 k gallons of water per day
 - Multiple units can be manifolded together: Economies of scale
- Economic Advantages
 - Low life cycle cost - No reagents or consumables
 - Extend life cycle for RO filters by minimum of 67% resulting in cost savings
 - Recovered brackish water generates additional revenue
 - Phosphates/Phosphorus generates fertilizer revenue
 - Separation of Precious Metals - generates revenue
 - Reduced waste (water, sludge, etc.) reduces other services resulting in cost savings

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Results of 2017 Municipal Desalter Tests

- Facility: Calif. desalter processing 7 MG per day of brackish well water into drinking water
- Pilot test program conducted involving processing a stream of reverse osmosis concentrate through the Cavortex system and then back through RO membranes

Average Recovery (%)

Feed Rate	Average Recovery (%)
1.0 gpm	90
1.5 gpm	92
2.0 gpm	94
2.5 gpm	95
3.0 gpm	93
3.5 gpm	91
4.0 gpm	92
4.5 gpm	94
5.0 gpm	95
5.5 gpm	93
6.0 gpm	91
6.5 gpm	92
7.0 gpm	94
7.5 gpm	95
8.0 gpm	93
8.5 gpm	91
9.0 gpm	92
9.5 gpm	94
10.0 gpm	95

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Strategic Partnerships

- Technology can be integrated with existing treatment processes for operational and financial savings
- Cavortex strategically aligns with certified service delivery partners providing "one-stop" for implementation, support, and complementary technology integration as required
- Cavortex Strategic Partners include:
 - Seasoned EPC Contractors, Geological Engineers
 - Third Party EPA qualified Testing Labs
 - Schneider Electric
 - Misc. Suppliers US made products, Pumps, Plumbing, Valves ETC.
 - R&D, complex design, 100+ years combined experience in advanced water treatment design



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Conclusions

- The Cavortex process employs hydrodynamic cavitation to transform process water stream characteristics
- The process is robust, low-maintenance, and has a small footprint
- Carpenter Snow Creek trials showed high levels of metals removal

Cavortex can provide solutions to reduce the time it takes to clean up existing Superfund Projects making it possible to transfer projects earlier to the States that have responsibility for the affected areas.



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Technology Status and Next Steps

- Proof-of-concept and piloting complete for initial capability
- Full-scale demonstration projects
 - Mine waste - EPA select three challenge sites
 - Municipal water - Approach city planners for East Coast beta site (Loudoun/Fairfax Co. VA)
 - Emergency water supplies - Approach DHS (FEMA), NGR, USAID
- Commercialization



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Contacts



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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12222

County Administrator's Report 13. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/22/2017

Issue: General Agreement Between National Park Service Gulf Island National Seashore and Escambia County

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supersession of the Existing General Agreement between the National Park Service Gulf Island National Seashore and Escambia County, Florida, Regarding the Pensacola Bay Ferry Passenger Service with a Revised General Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Agreements between the National Park Service-Gulf Islands National Seashore and Escambia County, Florida, regarding the Pensacola Bay ferry passenger service:

A. Supersede the existing General Agreement between the National Park Service Gulf Island National Seashore and Escambia County, Florida, with the revised General Agreement; and

B. Approve and authorize the Chairman to sign the revised General Agreement between the National Park Service-Gulf Islands National Seashore and Escambia County, Florida.

BACKGROUND:

Meeting in regular session on October 22, 2015, the Board of County Commissioners approved the original General Agreement between Gulf Island National Seashore (GINS) National Parks Service (NPS) and Escambia County, Florida. The Agreement was formally executed on November 5, 2015.

The purpose of this Agreement is to establish a management relationship between the County and NPS regarding the use of facilities to provide a gateway to the National Seashore. Passenger ferry access to Fort Pickens has been proposed since 1978 and continues to be part of the general management plan for GINS. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the community

of Gulf Breeze, and a total of 17 miles to Fort Pickens; as such, congestion is a common occurrence.

Expected benefits from the ferry service include access to the Fort Pickens area during times when automobile travel into the national seashore is not possible due to long-term and short-term closures from storm events. In addition to access, the ferry service will provide visitors with a water experience and an opportunity to view the national seashore from the water. A shuttle service at Fort Pickens will provide visitors with an enhanced visitor experience, including mobility options for various points of interest and recreational destinations within the Fort Pickens area.

The ferry vessel's route will follow a loop from downtown Pensacola to Fort Pickens to Pensacola Beach (Quietwater Pier) and back to downtown Pensacola, with departures in opposite directions. The loop service scenario provides riders a balance between serving multiple locations at reasonable time intervals and minimizing travel time by offering direct service between any two destinations within the system.

The purpose of the NPS concessioner-operated ferry service is to serve as the exclusive water-based provider of transport for visitors to the Fort Pickens area of the National Seashore from Pensacola Beach (Quietwater Pier) and the City of Pensacola.

The revised General Agreement that will supersede the original is necessary to capture additional items and responsibilities between the two agencies since the original Agreement execution, including but not limited to additional orientation and interpretation of GINS near Quietwater Pier, a ferry channel to help guide the ferry operator to and from the pier, etc.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The General Agreement was reviewed and approved for Legal Sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, County Public Works staff will coordinate with NPS staff for formal execution and implementation.

NPS Original General Agreement
NPS Revised General Agreement
BCC 10-22-15

Escambia County
Clerk's Original

10/22/2015 CAE II-22

GENERAL AGREEMENT
Between the
NATIONAL PARK SERVICE
GULF ISLAND NATIONAL SEASHORE
And
ESCAMBIA COUNTY, FLORIDA

This general agreement is entered into between the Gulf Islands National Seashore, National Park Service, and Escambia County, Florida.

The purpose of this agreement is to establish a management relationship between Escambia County (hereinafter referred to as the County) and the National Park Service, Gulf Islands National Seashore (hereinafter referred to as the NPS), regarding the use of facilities to provide a gateway to the National Seashore.

Article I. Background and Objectives

The Fort Pickens Area of Gulf Islands National Seashore is a fragile seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens Area is a destination for some 700,000 visitors annually and is one of the largest tourist draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area. In addition to Fort Pickens historic resources, the fort grounds provide visitors with recreational opportunities for swimming, fishing, shelling, hiking, bicycling, camping, and educational opportunities focused on its diverse marine and land ecosystems.

Passenger ferry access to Fort Pickens has been proposed since 1978 and continues to be part of the General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the community of Gulf Breeze, and a total of 17 miles to Fort Pickens; as such, congestion is a common occurrence.

Benefits from the ferry service include access to Fort Pickens Area during times when automobile travel into the national seashore is not possible due to long-term and short term closures from storm events. In addition to access, the ferry service will provide visitors with a water experience and an opportunity to view the national seashore from the water. A shuttle service at Fort Pickens will provide visitors with an overall enhanced visitor experience and mobility options to various points of interests and recreational destinations within Fort Pickens area.

The ferry vessels route will follow a loop from downtown Pensacola to Fort Pickens to Pensacola Beach (Quietwater Pier) and back to downtown Pensacola with departures in opposite directions. The loop service scenario provides riders with a balance between serving multiple locations at reasonable time intervals and minimizing travel time by offering direct service between any two destinations within the system.

Date: 11/13/2015 Verified By: J. L. Lauen

The purpose of the NPS concessioner operated ferry service is to serve as the exclusive water-based provider of transport for visitors to the Fort Pickens Area of the National Seashore from the Pensacola Beach, (Quietwater Pier) and the City of Pensacola.

The County has successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the NPS, to masterplan facilities and construct (Phase 1) facilities necessary to provide passenger services and loading/unloading for NPS concessioner operated ferry vessels during ferry service operations.

Article II. Authorities

This agreement will govern the relationship and collaboration between the County and the NPS for the next ten years to support of the establishment and operation of passenger ferry service in Pensacola Bay.

- A. The NPS enters into this Agreement pursuant to the following legal authorities: 54 U.S.C. § 100301, which provides the NPS the authority to engage in cooperative relationships for the enhancement of the National Park System; and 54 U.S.C. §102102 1a-2(k), which authorizes the NPS to enter into an agreement with a State or local government entity to provide for cooperative management of Federal and State or local park areas where a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management between the NPS and a State and local government agency or a portion of either park will allow for more effective and efficient management of the parks.

Article III. Responsibilities and Understandings of the Parties

A. The National Park Service and Escambia County jointly agree to:

1. Cooperate on the development of the facilities funded through the Federal Land Access Program grant(s) to plan, design, construct, and use of new facilities for the long term loading/unloading, passenger queuing, and ticket sales for the ferry service.
2. Establish facilities for ferry service operations at the Quietwater Pier located in Pensacola Beach, Florida.
3. Develop and coordinate ferry service information, marketing and support broad media communication strategies to develop and sustain passenger ferry ridership over the life-cycle of this agreement. Coordination may extend to Visit Pensacola/ Pensacola Beach and other tourism non-profit agencies.

B. The NPS agrees to:

1. Provide a long-term professional passenger ferry service, operating under NPS authorization (in conformity with the NPS Concessions Management Improvement Act of 1998, other applicable Federal laws and NPS Policy), that provides ferry service to Fort Pickens Area of Gulf Islands National Seashore with authorized operations at the Quietwater Pier at Pensacola Beach.
2. The NPS concessioner operated ferry service will provide passenger landing and departure related ferry activities at the Quietwater Pier and other facilities as agreed upon by the County and the NPS.
3. Provide direct oversight and management of all aspects of the concession ferry operation to ensure that the concession operation abides by the terms of the NPS agreement with the County, and the concession contract with the NPS.
4. Provide and maintain the ferry pier and support facilities at Fort Pickens Area.
5. Waive the park entrance fee for passenger ferry users through the system establishment period to build and support ridership and keep downward pressure on ferry ticket prices.
6. Provide the NPS concession operated shuttle service at Fort Pickens Area at no-charge to support ferry service.
7. Provide orientation and interpretation of Gulf Islands National Seashore at the adjacent areas near the Quietwater Pier.
8. Provide for safety and public health inspections related to the ferry operation.
9. Provide technical input and support to assist the County with the design, construction and the assigned use of the passenger landing/departure facilities at the Quietwater Pier and adjacent existing development including all signs relating to the NPS ferry service.
10. Coordinate closely with the County concerning preparation of facilities in emergency situations, such as a hurricane.
11. Ensure the NPS ferry operations at the County facilities are conducted according to County standard operating procedures in relationship to such things as pier and boardwalk security and safety.
12. Provide interpretive services on ferries for on-board information and education during ferry operations to support a high-quality visitor experience.
13. Facilitate supplemental agreements with the County and NPS concessioner for access and use of the facilities assigned for the ferry service.
14. Manage and coordinate ferry schedules with the County to effectively manage ferry

operations and navigation in and out of the Quietwater Pier.

C. Escambia County agrees to:

1. Provide the planning, design, construction and access to the facilities at Quietwater pier as outlined and funded in Phase 1 and future phases of the Federal Lands Access grant (FLAP) cosponsored with the NPS and the County. All aspects of the related facilities including the ferry dock and pier access, the Portofino boardwalk and ramps, public restrooms, adjacent parking area drop-off and parking will meet ADA standards.
2. Provide signs, monitoring and controls to ensure exclusive access to the T-dock extension for the NPS concessioner operated ferry vessels during ferry service operations.
3. Provide access to existing and related (Phase 1) facilities for use and support of the NPS ferry operation to provide passenger loading/unloading, passenger queuing, and ticketing and information services during ferry service operations.

Use of existing facilities and services include:

- a. Public access to Quietwater pier, T-dock, and Portofino boardwalk.
- b. Public Access to existing public restrooms located nearest to the Quietwater pier on the Portofino boardwalk.
- c. Public access to the designated ADA parking spaces at the existing parking lots for the Portofino Boardwalk and the large surface lots across Via de Luna for public parking.
- d. Public access to the Escambia County bus system and the Santa Rosa Island Authority trolley service, and any future public transit developed for ferry service drop-off at Quietwater pier.

Phase 1 Ferry system facilities include:

- a. Ferry arrival dock (new extension to existing T-dock)
 - b. Orientation to National Seashore, wayfinding and information signs consistent with NPS branding and ferry departure/landing gateway sites
 - c. Shaded interim ticketing kiosk and counter
 - d. Upgraded, ADA accessible boardwalk ramp to the Quietwater pier.
 - e. Electrical utility extension and site lighting at the (new) ferry arrival dock.
 - f. Vehicle loading /unloading zone next to the Portofino boardwalk entrance across from the Quietwater pier.
4. Work collaboratively with the City of Pensacola, Visit Pensacola, other tourism non-profit agencies, and the NPS to develop and implement a comprehensive way-finding system at the departure site as well as along access routes to the area. Some of the wayfinding signs may fall within the Pensacola Beach commercial center. The County will coordinate with the NPS in obtaining the proper permits and approvals.

5. Assume responsibility for the long-term maintenance and regular cleaning of the existing facilities (public restroom, boardwalk, ramp, way finding signs, and public pier), Phase 1 and future phase facilities developed at the Quietwater pier landing site.
6. Assume the utility costs for the Phase 1 and future phase facilities during the ferry service establishment period to build and support ridership and keep downward pressure on ferry ticket prices.
7. Removal/cleanup of any storm related debris at the Quietwater Pier and Portofino Boardwalk area and parking, and to work with the NPS to re-establish ferry operations as soon as feasible after a major storm event.
8. Ensure the facilities at the Quietwater Pier ferry departure site are covered under the County's general property insurance policy to enable replacement/repair of the facilities should said facilities be damaged by natural disaster, vandalism, fire, etc.
9. Coordinate the activities with Portofino boardwalk commercial area tenant with the NPS to reduce conflicts and support ferry schedule and general ferry operations.
10. Provide emergency services to protect and support the ferry service facilities, passengers and personnel through local emergency response system.
11. Develop a "no-fee" facility assignment agreement with NPS concession operator.

Article IV. Term of Agreement

Unless earlier terminated through the terms of this Agreement, or by agreement of the parties in writing, this Agreement will be in effect for a period of ten (10) years beginning on the date the last signature is affixed to this Agreement.

Article V. Modification

This Agreement may be modified, extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the County.

Article VI. Key Officials

- A. The personnel specified below are considered essential to the successful coordination and communication between the [partner or partners] and the [park or NPS program] for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official, or designate a new Key Official.

For Gulf Islands National Seashore:

Superintendent, Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563
FL office: 850-934-2613
Email: GUIS_Superintendent@nps.gov

Escambia County:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 3502
Phone: (850) 595-4947
Cell: (850) 490-5905
Email: jrbrown@myescambia.com

- B. **Changes in Key Officials:** Either party may make a change in its key officials after providing written notice to the other party within sixty (60) days of the proposed change. The notice will include an explanation with sufficient detail to permit evaluation of the impact of such change on the activities and requirements specified in this Agreement. Such changes would not require formal modification of this Agreement but will be memorialized in an informal addendum signed by both parties and maintained in the administrative record.

Article VII. Standard Clauses

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval:** The County shall obtain prior written approval from the NPS before:
1. Entering into third-party agreements of a material nature regarding this agreement;
 2. Assigning or transferring this Agreement or any part thereof;
 3. Constructing any structure or making any improvements to the assigned ferry operation facilities.

4. Releasing any public information that refers to the Department of the Interior, the NPS, Gulf Islands National Seashore, or any NPS employee, this Agreement or the projects contemplated hereunder.
- D. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
 - E. **Disclaimers of Government Endorsement:** The County will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the County's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the County related to this Agreement.
 - F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the County.
 - G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
 - H. **No Agency:** The County is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the County represent themselves as such to third parties. The NPS is not an agent or representative of the County, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the County and the NPS.
 - I. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the County from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
 - J. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such

provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Article VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

FOR ESCAMBIA COUNTY:




11/2/2015

Mr. Steven Barry, Chairman
Board of County Commissioners, Escambia County, Florida

Date

ATTEST:

Pam Childers
Clerk of the Circuit Court

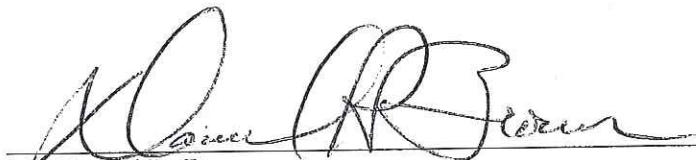
By: 
Deputy Clerk



11/2/2015

Date

FOR Gulf Island National Seashore, National Park Service:



11/5/15

Date

Mr. Daniel R. Brown
Superintendent, Gulf Island National Seashore

Approved as to form and legal
sufficiency.
By/Title: 
Date: 10/27/15

BCC Approved 10-22-2015

GENERAL AGREEMENT
between the
NATIONAL PARK SERVICE-
GULF ISLANDS NATIONAL SEASHORE
And
ESCAMBIA COUNTY, FLORIDA

This General Agreement (“Agreement”) is entered into between the National Park Service-Gulf Islands National Seashore (hereinafter referred to as “NPS”), and Escambia County, Florida (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, on or about November 5, 2015, the parties previously entered into an agreement to establish a relationship between the County and the NPS regarding the operation and management of ferry service facilities in Pensacola Bay; and

WHEREAS, the parties have agreed to revise the prior agreement; and

WHEREAS, as a result, the parties now jointly find it advantageous and appropriate to enter into this Agreement to establish the terms relating to the operation and management of said ferry service facilities as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Article I. Background and Purpose

This Agreement is intended to supersede in its entirety the prior General Agreement between the National Park Service-Gulf Islands National Seashore and Escambia County, Florida, dated November 5, 2015, relating to the operation and management of ferry service facilities.

The Fort Pickens Area of Gulf Islands National Seashore (hereinafter referred to as the “Fort Pickens Area”) is a fragile seven-mile long section of barrier island separating Pensacola Bay from the Gulf of Mexico. It comprises the westernmost section of Santa Rosa Island and is adjacent to the community of Pensacola Beach. The Fort Pickens Area is a destination for some 700,000 visitors annually and is one of the largest tourist draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area. In addition to the Fort Pickens Area historic resources, the fort grounds provide visitors with recreational opportunities for swimming, fishing, shelling, hiking, bicycling, camping, and educational opportunities focused on its diverse marine and land ecosystems.

The purpose of this Agreement is to establish a relationship between the parties regarding operation and management of a passenger ferry service in Pensacola Bay for the use of visitors to the Fort Pickens Area. Passenger ferry access to Fort Pickens has been proposed since 1978 and

continues to be part of the General Management Plan for Gulf Islands National Seashore. Currently, visitors using an automobile to travel to Santa Rosa Island and Pensacola Beach from Pensacola must travel approximately 8 miles over two highly-traveled bridges and through the City of Gulf Breeze, and a total of 17 miles to Fort Pickens. Traffic congestion is a common occurrence. The ferry service will provide an uncongested access to Santa Rosa Island and the Fort Pickens Area. Further, it will provide access to the Fort Pickens Area during times when automobile travel is not possible due to either short-term or long-term closures of Fort Pickens Road from storm events.

Very importantly, the ferry service will provide visitors a unique opportunity to experience the Fort Pickens Area, which includes some of the waters of Pensacola Bay, from the water. NPS has determined that the service will protect natural resources because it will reduce air pollution and reduce reliance on automobiles, and, moreover, it will provide educational and pleasurable recreational experiences.

The ferry service will be operated by an NPS concessioner. The ferry will operate at least from the months of March through October and be optimized to meet seasonal demand. Hours of operation will be established to provide optimal service for ridership, operational needs, and area events.

The ferry route will follow a loop from downtown Pensacola to Fort Pickens to Pensacola Beach (Quietwater Pier) and back to downtown Pensacola. The County's ferry departure site is part of a public waterfront development that provides public beaches, public boardwalk, picnic shelters, and restrooms. The departure site will include a shaded seating area from which visitors can view and enjoy Santa Rosa Sound. All of these facilities are owned by the County as park areas. Providing water access through the ferry service will assist both the County and NPS in efficient and effective management of their park facilities.

The County has successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the NPS, to construct (Phase 1) facilities as part of a master plan to provide passenger ferry services and loading/unloading for NPS concessioner operated ferry vessels during ferry service operations.

Article II. Authorities

This Agreement will govern the relationship and collaboration between the County and the NPS for the next ten (10) years to support of the establishment and operation of the passenger ferry service.

The NPS enters into this Agreement pursuant to the following legal authorities: 54 U.S.C. § 101702, which provides the NPS the authority to engage in cooperative relationships for the enhancement of the National Park System; and 54 U.S.C. § 101703, which authorizes the NPS to enter into an agreement with a State or local government entity to provide for cooperative management of Federal and State or local park areas where a unit of the National Park System is located adjacent to or near a state or local park area, and cooperative management between the

NPS and a state and local government agency or a portion of either park will allow for more effective and efficient management of the parks.

Article III. Responsibilities and Understandings of the Parties

A. The National Park Service and Escambia County jointly agree to:

1. Cooperate on the development of the facilities funded through the Federal Land Access Program (FLAP) for the long-term loading/unloading, passenger queuing, and ticket sales for ferry service operations.
2. Establish facilities for ferry service operations at the Quietwater Pier located in Pensacola Beach, Florida.
3. Develop and coordinate ferry service information, marketing and support broad media communication strategies to develop and sustain passenger ferry ridership over the life-cycle of this agreement. Coordination may extend to Visit Pensacola and other tourism non-profit agencies.

B. The NPS agrees to:

1. Provide a long-term professional passenger ferry service, operating under NPS authorization (in conformity with the NPS Concessions Management Improvement Act of 1998, other applicable Federal laws and NPS Policy), that provides ferry service to the Fort Pickens Area of Gulf Islands National Seashore with authorized operations at the Quietwater Pier at Pensacola Beach.
2. The NPS concessioner operated ferry service will provide passenger landing and departure related ferry activities at the Quietwater Pier and other facilities as agreed upon by the County and the NPS.
3. Maintain the U.S. Coast Guard required signage and/or lighting affixed to navigation channel pilings identifying the deep water channel approach to Quietwater Pier to assist ferry operations.
4. Provide oversight of all aspects of the concessioner operated ferry service to ensure that the concessioner abides by the terms of this Agreement, and with the concession contract with the NPS. The concession contract shall control the relationship of NPS with the concessioner.
5. Provide and maintain the ferry pier and support facilities at the Fort Pickens Area.
6. Waive the park entrance fee for ferry passengers to support the passenger ferry service start-up and to build and support ridership, and to keep downward pressure on ferry ticket prices. Entrance fees for ferry passengers may be re-evaluated in the future once ferry

ridership is well established and/or ferry service becomes the sole public access to Fort Pickens.

7. Provide shuttle service at the Fort Pickens Area to support the ferry service.
8. Provide orientation and interpretation of Gulf Islands National Seashore at the adjacent areas near the Quietwater Pier.
9. Provide for safety and public health inspections related to the ferry operation.
10. Provide technical input and support to assist the County with the design, construction and the assigned use of the passenger landing/departure facilities at the Quietwater Pier and adjacent existing development including all signs relating to the NPS ferry service.
11. Coordinate closely with the County concerning preparation of facilities in emergency situations, such as a hurricane.
12. Provide interpretive services on ferries for on-board information and education during ferry operations to support a high-quality visitor experience.
13. Require the concessioner to manage and coordinate schedules with the County to effectively manage ferry operations and navigation in and out of the Quietwater Pier.

C. Escambia County agrees to:

1. Provide the planning, design, construction and access to the facilities at Quietwater Pier as outlined and funded in Phase 1 and future phases of the Federal Lands Access Program (FLAP) grant cosponsored with the NPS and the County. All aspects of the related facilities including the ferry dock and pier access, the Pensacola Beach boardwalk and ramps, public restrooms, adjacent parking area drop-off and parking will meet ADA standards.
2. Provide signs, monitoring and controls to ensure exclusive access to the T-dock extension for the NPS concessioner operated ferry vessels during ferry service operations.
3. Provide access to existing and related (Phase 1) facilities for use and support of the NPS ferry operation to provide passenger loading/unloading, passenger queuing, ticketing and information services, and shaded passenger waiting area seating during ferry service operations. The NPS concessioner shall be entitled to use of the facilities at no cost and use of docking facilities will be for the exclusive use of the concessioner during the days and hours of ferry operations.

Use of existing facilities and services include:

- a. Public access to Quietwater Pier, T-dock, and Pensacola Beach boardwalk.
- b. Public access to existing public restrooms located nearest to the Quietwater Pier on the Pensacola Beach boardwalk.

- c. Public access to the designated ADA parking spaces at the existing parking lots for the Pensacola Beach boardwalk and the large surface lots across Via de Luna for public parking.
- d. Public access to the Escambia County bus system and the Santa Rosa Island Authority trolley service, and any future public transit developed for ferry service drop-off at Quietwater Pier.

Phase 1 Ferry system facilities include:

- a. Ferry arrival dock (new extension to existing T-dock).
 - b. Orientation to the Fort Pickens Area of Gulf Islands National Seashore, wayfinding and information signs consistent with NPS branding and ferry departure/landing gateway sites.
 - c. Shaded interim ticketing kiosk and counter.
 - d. Interim shade structure over passenger waiting area seating.
 - e. Upgraded, ADA accessible boardwalk ramp to the Quietwater Pier.
 - f. Electrical utility extension and site lighting at the (new) ferry arrival dock.
 - g. Vehicle loading/unloading zone next to the Pensacola Beach boardwalk entrance across from the Quietwater Pier.
-
- 4. Provide the planning and design (including bathymetry) to establish a marked navigation channel for a deep water approach to Quietwater Pier in Santa Rosa Sound. NPS owned ferry boats require a 7.5 ft. depth at mean low tide (minimum underkill clearance).
 - 5. Apply for the necessary permitting to establish, install, and maintain navigation channel markers defining a deep water approach to Quietwater Pier.
 - 6. Provide the contracting services, project management, and funding to construct the navigation channel markers, including installation of pilings and affixed U.S. Coast Guard required signage and/or lighting as necessary.
 - 7. Work collaboratively with the City of Pensacola, Visit Pensacola, other tourism non-profit agencies, and the NPS to develop and implement a comprehensive way finding system at the departure site as well as along access routes to the area. Some of the way finding signs may fall within the Pensacola Beach commercial center. The County will obtain any necessary permits and approvals.
 - 8. Assume responsibility for the long-term maintenance and regular cleaning of the existing facilities (public restroom, boardwalk, ramp, way finding signs, and public pier), Phase 1 and future phase facilities developed at the Quietwater Pier.
 - 9. Assume the utility costs for the Phase 1 and future phase facilities at the Quietwater Pier and Pensacola Beach boardwalk area for ferry service operation by NPS concessioner.
 - 10. Remove/cleanup any storm related debris at the Quietwater Pier and Pensacola Beach boardwalk area and parking, and work with the NPS to re-establish ferry operations as soon as feasible after a major storm event.

11. Ensure the facilities at the Quietwater Pier ferry departure site are covered under the County's general property insurance policy to enable replacement/repair of the facilities should said facilities be damaged by natural disaster, vandalism, fire, or other casualty.
12. Provide emergency services to protect and support the ferry service facilities, passengers and personnel through local emergency response system.

Article IV. Term of Agreement

This Agreement will be in effect for a period of ten (10) years beginning on the date the last signature is affixed to this Agreement, unless earlier terminated as provided in Article V or by mutual agreement of the parties in writing.

Article V. Dispute Resolution and Termination

A. The parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the parties will then elevate the dispute to the appropriate officials within their respective organizations. The disputes covered by this provision shall include, without limitation, disputes over whether this Agreement shall be terminated.

B. In the event that either party desires to unilaterally terminate this Agreement, it shall give written notice to the other party sixty (60) days before the desired effective date for such termination; such notice shall include a statement of the reasons for the desired termination. The parties shall thereafter attempt to negotiate a resolution to any issues giving rise to the desire for termination, and the parties shall attempt to resolve any underlying matters in accordance with this provision. In the event a resolution is not achieved within the sixty day timeframe, the Agreement shall terminate upon the date designated in the notice.

Article VI. Key Officials

- A. The personnel specified below are considered essential to the successful coordination and communication between the parties for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official, or designate a new Key Official.

For NPS- Gulf Islands National Seashore:

Superintendent, Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563
Phone: 850-934-2613
Email: GUIS_Superintendent@nps.gov

Escambia County:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502
Email: jrbrown@myescambia.com
Phone: (850) 595-4947

- B. **Changes in Key Officials:** Either party may make a change in its key officials after providing written notice to the other party within sixty (60) days before the effective date of the proposed change. The notice will include an explanation with sufficient detail to permit evaluation of the impact of such change on the activities and requirements specified in this Agreement. Such changes would not require formal modification of this Agreement but will be memorialized in an informal addendum signed by both parties and maintained in the administrative record.

Article VII. Standard Clauses

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval:** The County shall obtain prior written approval from the NPS before:
1. Entering into third-party agreements of a material nature regarding this agreement;
 2. Assigning or transferring this Agreement or any part thereof;
 3. Constructing any structure or making any improvements to the assigned ferry operation facilities.
 4. Releasing any public information that refers to the Department of the Interior, the NPS, Gulf Islands National Seashore, or any NPS employee, this Agreement or the projects contemplated hereunder.
- D. **Compliance with Applicable Laws:** This Agreement and performance hereunder are subject to all applicable laws, regulations and management policies including, without limitation, those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such

applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

- E. **Disclaimers of Government Endorsement:** The County will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the United States Government, the Department, NPS, or Government employees endorse the County's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the County related to this Agreement.
- F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the County.
- G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. **No Agency:** The County is neither an agent nor representative of the United States, the Department of the Interior, or the NPS, nor will the County represent itself as such to third parties. The NPS is neither an agent nor representative of the County, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the County and the NPS. The participation of each party to this Agreement in activities conducted pursuant to this Agreement is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of NPS employees acting within the scope of their employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other federal legal authority as may be pertinent.
- I. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the County from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- J. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision

of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

K. **Public Records.** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. If NPS fails to allow access to any such documents, the County may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period NPS still fails to allow access to such documents, terminate this Agreement.

Article VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

FOR: ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman Date

ATTEST:

Pam Childers
Clerk of the Circuit Court

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 6/6/17

By: _____
Deputy Clerk

FOR: NATIONAL PARK SERVICE- GULF ISLANDS NATIONAL SEASHORE

Mr. Daniel R. Brown Date
Superintendent, Gulf Island National Seashore

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

22. Approving, and authorizing the Chairman to sign, the *General Agreement between the National Park Service Gulf Island National Seashore and Escambia County, Florida*, to establish a management relationship between the County and the National Park Service, Gulf Islands National Seashore, regarding the use of the ferry dock at Quietwater Beach Boardwalk (Funding: Fund 175, Transportation Trust Fund).
23. Taking the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Pensacola Beach Toll Plaza (Funding Source: funds are available in the current Budget, Bob Sikes Toll Fund [167], Cost Center 140301):
 - A. Approving the *Telecommunications License Agreement & Scope of Work* with Southern Light, LLC, for the Pensacola Beach Toll Plaza; this will give high speed fiber data connection between the Pensacola Beach Toll Plaza and the Public Safety Building with a monthly fee of \$762; and
 - B. Authorizing the County Administrator to sign the *Telecommunications License Agreement & Scope of Work*.

III. FOR DISCUSSION

1. Funding Request – Hispanic Heritage Festival 

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Barry absent, approving to advance the \$10,000 allocated from the 4th Cent Tourist Development for an Hispanic Heritage Festival; these funds would be paid to the applicant in advance rather than as reimbursement for costs already incurred and paid.

COMMISSIONER ROBINSON RELINQUISHED THE CHAIR TO COMMISSIONER ROBERTSON



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12344

County Administrator's Report 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/22/2017

Issue: Disposition of Property

From: Shawn Fletcher, IT Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment.

This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1,
Procedures
for Disposition of County Property

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology
Division will
remove the property tag and return the tag and signed Disposition to the Clerk of the
Circuit Court.

The Clerk's Office will remove the equipment from the Information Technology
Department's inventory.

Attachments

Request for disposition 1

Request for disposition 2

Request for disposition 3

Request for disposition 4

Request for disposition 5

Request for disposition 6

Request for disposition 7

Request for disposition 8

Request for disposition 9

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52075	Dell Desktop Computer	85QDZ21	Optiplex SX260	2003	Bad and Obsolete
Y	53556	Dell Desktop Computer	2QHW561	Optiplex GX280	2004	Bad and Obsolete
Y	53529	Dell Desktop Computer	8CXS261	Precision 370	2004	Bad and Obsolete
Y	54653	Dell Desktop Computer	FSG4W81	Optiplex GX620	2005	Bad and Obsolete
Y	54113	Dell Desktop Computer	FT83181	Optiplex SX280	2005	Bad and Obsolete
Y	54121	Dell Desktop Computer	1X83181	Optiplex SX280	2005	Bad and Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/22/17

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date


Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54762	Dell Desktop Computer	84T7D91	Optiplex GX620	2006	Bad and Obsolete
Y	54984	Dell Desktop Computer	6LS42B1	Optiplex GX620	2006	Bad and Obsolete
Y	54799	Dell Desktop Computer	FBXDM91	Optiplex GX620	2006	Bad and Obsolete
Y	54922	Dell Desktop Computer	281HY91	Optiplex GX620	2006	Bad and Obsolete
Y	54976	Dell Desktop Computer	HB3G0B1	Optiplex GX620	2006	Bad and Obsolete
Y	55464	Dell Desktop Computer	8GQL0C1	Optiplex GX620	2006	Bad and Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/22/17

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55468	Dell Power Edge Server	JQ4ZZB1	Power Edge 6850	2006	Bad and Obsolete
Y	55748	Dell Desktop Computer	G3PXL1	Optiplex 745	2007	Bad and Obsolete
Y	55801	Dell Desktop Computer	GJMGQC1	Optiplex 745	2007	Bad and Obsolete
Y	55805	Dell Desktop Computer	6JMGQC1	Optiplex 745	2007	Bad and Obsolete
Y	55806	Dell Desktop Computer	1GMGQC1	Optiplex 745	2007	Bad and Obsolete
Y	55848	Dell Desktop Computer	F4XZSC1	Optiplex 745	2007	Bad and Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/22/17

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55957	Dell Desktop Computer	20DL1D1	Optiplex 745	2007	Bad and Obsolete
Y	56392	Dell Desktop Computer	8JW9CD1	Optiplex 745	2007	Bad and Obsolete
Y	56804	Dell Desktop Computer	FCCJ0F1	Optiplex 745	2007	Bad and Obsolete
Y	57211	Panasonic Toughbook Computer	7JKSA90860	CF-19	2007	Bad and Obsolete
Y	55838	Dell Laptop Computer	JH6ZSC1	Latitude D520	2007	Bad and Obsolete
Y	55834	Dell Laptop Computer	6V2TSC1	Latitude D520	2007	Bad and Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/22/17

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56459	Dell Laptop Computer	4WN7JD1	Latitude D520	2007	Bad and Obsolete
Y	56460	Dell Laptop Computer	9WN7JD1	Latitude D520	2007	Bad and Obsolete
Y	55575	Dell Desktop Computer	2PJM9C1	Optiplex GX620	2007	Bad and Obsolete
Y	55583	Dell Desktop Computer	9MJM9C1	Optiplex GX620	2007	Bad and Obsolete
Y	55666	Dell Desktop Computer	FC4QDC1	Precision 390	2007	Bad and Obsolete
Y	57796	3K Laptop Computer	SY7111603805	RazorBook 713R	2008	Bad and Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/22/17

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57802	3K Laptop Computer	SY7111603630	RazorBook 713R	2008	Bad and Obsolete
Y	57221	Dell Desktop Computer	8BC6VF1	Optiplex 755	2008	Bad and Obsolete
Y	57820	Panasonic Toughbook Computer	8GKSB79023	CF-19	2008	Bad and Obsolete
Y	57821	Panasonic Toughbook Computer	8GKSB78950	CF-19	2008	Bad and Obsolete
Y	56897	Dell Laptop Computer	262LBF1	Latitude D520	2008	Bad and Obsolete
Y	57215	Dell Laptop Computer	62MYTF1	Latitude D520	2008	Bad and Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:
 TO: Board of County Commissioners
 Meeting Date: 6/22/17

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57218	Dell Laptop Computer	FWQPTF1	Latitude D520	2008	Bad and Obsolete
Y	58148	Dell Laptop Computer	1C073B1	Latitude D610	2008	Bad and Obsolete
Y	58182	Dell Laptop Computer	DC073B1	Latitude D610	2008	Bad and Obsolete
Y	58401	Dell Desktop Computer	8WBCKD1	Optiplex 760	2009	Bad and Obsolete
Y	58384	Dell Desktop Computer	8VS9DK1	Optiplex 760	2009	Bad and Obsolete
Y	58387	Dell Desktop Computer	8WCCDK1	Optiplex 760	2009	Bad and Obsolete


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/22/17

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58396	Dell Desktop Computer	8W99DK1	Optiplex 760	2009	Bad and Obsolete
Y	58399	Dell Desktop Computer	8WB8DK1	Optiplex 760	2009	Bad and Obsolete
Y	58366	Dell Laptop Computer	JYKTVK1	Latitude E5400	2009	Bad and Obsolete
Y	58894	Dell Laptop Computer	2YJNWM1	Latitude E5510	2009	Bad and Obsolete
Y	58943	Dell Laptop Computer	68JNWM1	Latitude E5510	2010	Bad and Obsolete
Y	58963	Dell Precision Laptop Computer	8CD2TN1	Precision M6500	2010	Bad and Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/22/17

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Shawn Fletcher DATE: 6/6/17
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58403	Dell Desktop Computer	8WBDDK1	Optiplex 760	2009	Bad and Obsolete
Y	59535	Getac Laptop Computer	RC139S0276	S400	2012	Bad and Obsolete
Y	59538	Getac Laptop Computer	RC139S0288	S400	2012	Bad and Obsolete
Y	59547	Getac Laptop Computer	RC139S0358	S400	2012	Bad and Obsolete
Y	59981	Getac Laptop Computer	RC639S0413	S400	2012	Bad and Obsolete
Y	55902	Dell Desktop Computer	3309SC1	Optiplex 745	2007	Bad and Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
 Print Name

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

Computer is Ready for Disposition

Date: 6/6/17 Information Technology Technician Signature: 

Date: 6/6/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/22/17

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12361

County Administrator's Report 13. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/22/2017

Issue: Community Redevelopment Agency Meeting Minutes, May 25, 2017

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 25, 2017 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the May 25, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On June 22, 2017, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMINUTES MAY2017



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
May 25, 2017
9:00 a.m.**

**BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Lumon May, Commissioner, District 3 - Chairman
Jeffrey Bergosh, Commissioner, District 1
Doug Underhill, Commissioner, District 2 - Vice Chair
Steven Barry, Commissioner, District 5

Absent: Grover Robinson, IV, Commissioner, District 4

Staff Present: Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Amy Lovoy, Assistant County Administrator
Tonya Gant, Department Director
Clara Long, Division Manager
Melanie Johnson, Administrative Assistant
Judy Witterstaeter, Program Coordinator

Call to Order.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR
OFF SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 20 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the April 20, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 - Vice Chair Doug Underhill

Vote: 4 - 0

III. Budget/Finance

1 Recommendation Concerning Sponsoring the 4th Annual Celebrating Brownsville Community Festival - Tonya Gant, Neighborhood & Human Services Director

That the Board approve sponsoring the 4th Annual Celebrating Brownsville Community Festival, in the Brownsville Redevelopment Area, with a budget not to exceed \$10,000, to be funded through the Brownsville Tax Increment Financing (TIF).

[Funding Source: CRA Brownsville TIF Cost Center 370113]

Motion made by Commissioner, District 2 - Vice Chair Doug Underhill, Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following 13 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Ronnie Katona, owner of residential property located at 103 Kalash Road, Warrington Redevelopment District, each in the amount of \$1,425 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;
2. The Agreements between Escambia County CRA and Mavis Shelby Rosetti, owner of residential property located at 4117 West Belmont

- Street, Brownsville Redevelopment District, each in the amount of \$3,812 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;
3. The Agreements between Escambia County CRA and Jay A. Yedrysek, owner of residential property located at 209 Greve Road, Warrington Redevelopment District, each in the amount of \$1,300 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;
 4. The Agreements between Escambia County CRA and Richard L. Burdess, owner of residential property located at 116 West Sunset Avenue, Warrington Redevelopment District, each in the amount of \$3,276 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;
 5. The Agreements between Escambia County CRA and Edward G. and Sandra L. Wilson, owners of residential property located at 414 Greve Road, Warrington Redevelopment District, each in the amount of \$3,846 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;
 6. The Agreements between Escambia County CRA and Michael E. Jackson, owner of residential property located at 817 North Green Street, Brownsville Redevelopment District, each in the amount of \$2,380 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;
 7. The Agreements between Escambia County CRA and James C. and Cheryl I. Tellefson, owners of residential property located at 202 Bryant Road, Warrington Redevelopment District, each in the amount of \$4,687 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new central heating and air conditioning system;
 8. The Agreements between Escambia County CRA and Richard Devereux, owner of residential property located at 502 Bryant Road, Warrington Redevelopment District, each in the amount of \$3,788 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;
 9. The Agreements between Escambia County CRA and John W. and Kelly A. Gilkerson, owners of residential property located at 121 Gilliland Road, Warrington Redevelopment District, each in the amount of \$3,867 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for electrical rewiring;
 10. The Agreements between Escambia County CRA and Jeffrey K. Higgins, owner of residential property located at 301 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$3,600 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
 11. The Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 211 Lakewood Road, Barrancas Redevelopment District, each in the amount of

- \$3,050 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
12. The Agreements between Escambia County CRA and Marjory E. Tandy, owner of residential property located at 16 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$1,887 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
 13. The Agreements between Escambia County CRA and Kim M. and Randy Conradson, owner of residential property located at 707 Rue Max Street, Barrancas Redevelopment District, each in the amount of \$1,825 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, for sanitary sewer connections; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion made by Commissioner, District 2 - Vice Chair Doug Underhill,
Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

3 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of 13 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Fireside Promenade, LLC,	315 East Palmetto Avenue	\$5,638
Joseph M. Baudendistel	516 Syrcle Drive	\$5,605
Colin West, Brittany Ortega, and Robert E. West, Jr.	106 Payne Road	\$1,250
Robert E., Jr. and Sandra L. West	112 Southeast Kalash Road	\$1,250
F.E. Miller and Betty M. Smith	312 Sunset Avenue	\$2,050
Mary L. Miller	702 Roxanne Lane	\$2,687
Terry J. and Mary E. Teschel	316 Payne Road	\$4,450
Terry J. Teschel	314 Payne Road	\$2,600
Jack M. Stringfield	638 Lakewood Road	\$4,625
Evan L., Jr. and Sheila Feltner	5 Audusson Avenue	\$3,475
Paul C. and Sabine M. Barrett	203 Edgewater Drive	\$4,345
Mary L. Broughton	839 Lucerne Avenue	\$4,210

John K. Little and Mei Hung Chu	205 Aster Street	\$3,866
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B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 - Vice Chair Doug Underhill

Vote: 4 - 0

4 Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3706 Navy Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3706 Navy Boulevard:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Nedal Mohammad, owner of commercial property located at 3706 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, and/or Neighborhood Enterprise Division (NED), 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, for restoration of architectural features; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 - Vice Chair Doug Underhill

Vote: 4 - 0

5 Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood and Human Services Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 3706 Navy Boulevard:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Nedal Mohammad, owner of commercial property located at 3706 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, in the amount of \$1,756, representing an in-kind

match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, and/or Neighborhood Enterprise Division (NED) 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, to install a new sign; and

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 - Vice Chair Doug Underhill

Vote: 4 - 0

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12365

County Administrator's Report 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/22/2017

Issue: Noise Waiver for the 4th of July Fireworks Event at Quietwater Beach

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 Fireworks Display from a Barge off Quietwater Beach on the Sound Side of Pensacola Beach - 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 July 4th Fireworks Event to be held on a barge on the Soundside of Quietwater Beach from 8:30 p.m. through 9:00 p.m., Tuesday, July 4, 2017. The event is sponsored by the Pensacola Beach Chamber of Commerce, and the fireworks display will be presented by Pyro Shows, Inc.

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 and the Escambia County Fire Marshall's office will be notified of the issuance of this waiver.

Attachments

Application

Site Photo

Fireworks Application

SRIA Approval



**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: Pyro Shows, Inc.	Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.	Phone Number: 423-494-4202
Owner's Address: P O Box 1776	
City: La Follette	State: TN
	Zip Code: 37766
Job Address: 400 Quietwater Beach Rd, Gulf Breeze, FL	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: 7-4-2017	Description of Activity:
Beginning Time: 8:30 pm	Ending Time: 9:00 pm
Pensacola Beach Chamber of Commerce - Inc	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	Date: 6/8/2017
Applicant Signature: <i>Lansden E Hill, Jr.</i>	



Expected Wind Direction

**Safety Fallout Zone
is 700' for 10" shells**

Show Name: Pensacola Beach Chamber
Show Location: Pensacola Beach, FL
Barge on Pensacola Bay
Load in: Coastal Reef Builders, Inc.
40 Audusson Ave. , Pensacola, FL

Show Time: 8:30-9:00 p.m.

Show Date: July 4, 2017
Rain Date: TBD

Maximum Shell Size: 10"
Safety Fallout Radius: 700'

No Storage Required

Pyro Shows, Inc. 2/27/2017
800-662-1331 JDS/sb

**Emergency
Personnel**

399

A
U
D
I
E
N
C
E

Via De Luna Dr

800 ft



THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

PUBLIC SAFETY BUREAU
MICHAEL WEAVER
BUREAU CHIEF

FIRE PREVENTION DIVISION
JOSEPH E. QUINN
FIRE MARSHAL

SPECIAL EVENT PERMIT APPLICATION

<i>Check one of the following:</i>	
Tent Permit	<input type="checkbox"/>
Operational Permit	<input type="checkbox"/>
Fireworks Permit	<input checked="" type="checkbox"/>
Air Supported Structure	<input type="checkbox"/>

Fire Safety Permit Number:	SE1701605852	
Noise Waiver Permit Number:		
Approved By:		Date:

Applicant: Pyro Shows, Inc.	Phone Number:	(423) 566-5729
Owner's Name: Lansden E. Hill, Jr.	Phone Number:	(800) 662-1331
Owner's Address: P.O. Box 1776, 115 North First Street		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: 400 Quietwater Beach Rd., Gulf Breeze, FL 32561		

<i>Tent Permit Section Only</i>		
Tent Usage:		
Size of Tent:	Date of Setup:	Date of Event:

Remarks or Comments:
Fireworks display scheduled for 7-4-2017 @ 8:30PM
Pensacola Beach Chamber of Commerce - IDC

Driving Directions:

Applicant Signature: 	Date: 6/27/2017
--	-----------------

REVISED 11/02/2012

Christy Rigney

From: Cheryle Dill <cheryle_dill@sria-fla.com>
Sent: Thursday, May 18, 2017 9:43 AM
To: Christy Rigney
Cc: Robbie Schrock; Paolo Ghio; David E. Greenwood; 'Charles R. Morgan';
dgvinyard@co.escambia.fl.us; Frank Forte; Allison Westmoreland
Subject: RE: Norification Letter PBCC - IDC 7-4-2017

Christy,

I am in receipt of your letter of notification for the fireworks display scheduled for July 4, 2017 at 8:30pm from 400 Quietwater Beach Road, Pensacola Beach, FL.

All personnel involved with events on Pensacola Beach are copied in reply.

Thank you,

Cheryle Dill

Santa Rosa Island Authority

Human Resources and Event Coordinator

1 Via De Luna Drive

Pensacola Beach, FL 32561

Office: 850-932-2257 Ext. 231

Cell: 850-797-2957

Fax: 850-932-1866



SRIA Mission: "To promote tourism, manage growth and provide entertainment in a safe, clean, eco-friendly environment."

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12369

County Administrator's Report 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/22/2017

Issue: Noise Waiver for the July 1st Fireworks Event by Nature Trail Home Owners Association

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 Fireworks Event to Be Held at the Nature Trail Community on West Nine Mile Road - 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, for a Fireworks Event to be held at the Nature Trail Community located on West Nine Mile Road, specifically at 8775 Foxtail Loop Road, and sponsored by the Nature Trail Home Owners Association, with the fireworks display presented by Pyro Shows, Inc., on Saturday, July 1, 2017, from 8:45 p.m. to 9:00 p.m.

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 approval, the Escambia County Sheriff's Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

Attachments

Application

Site Photo

Fireworks Application



**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: <i>Pyro Shows, Inc.</i>	Phone Number: <i>800-662-1331</i>	
Owner's Name: <i>Lauder E Hill, Jr.</i>	Phone Number: <i>423-494-4202</i>	
Owner's Address: <i>PO Box 1776</i>		
City: <i>La Follette</i>	State: <i>TN</i>	Zip Code: <i>37766</i>
Job Address: <i>8775 Foxtail Loop, Pensacola, FL 32526</i>		Lot or Apt. Number:

Limited Waiver Section Only

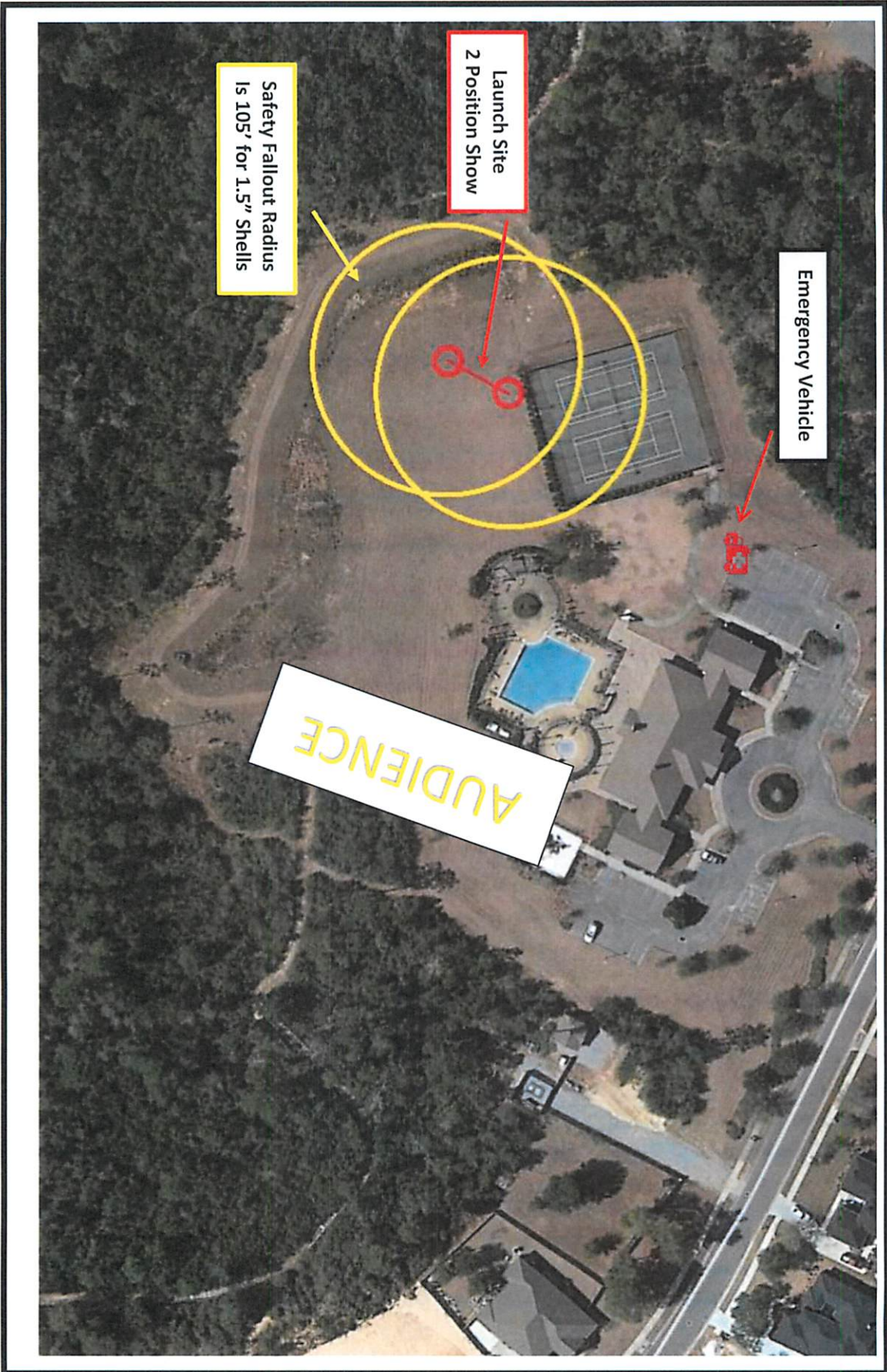
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: <i>7-1-2017</i>	Description of Activity: <i>Nature Trail HOA -IDC</i>
Beginning Time: <i>8:45 pm</i>	
Ending Time: <i>9:00 pm</i>	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	Date: <i>6/8/2017</i>
Applicant Signature: <i>Lauder E Hill, Jr.</i>	



Emergency Vehicle

Launch Site
2 Position Show

Safety Fallout Radius
Is 105' for 1.5" Shells

AUDIENCE

Show Name: Nature Trail HOA IDC

Show Location/Site Address:

8775 Foxtail Loop, Pensacola, FL 32591

Show Time: 8:45 PM

Show Date: July 1, 2017

Maximum Shell Size: 1.5"

Overnight Storage: No

Rain Date: TBD

Safety Fallout Radius: 105'

Created by: LEH/sb

Date: 2/17/2017

Ph: 800-662-1331





THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

PUBLIC SAFETY BUREAU
MICHAEL WEAVER
BUREAU CHIEF

FIRE PREVENTION DIVISION
JOSEPH E. QUINN
FIRE MARSHAL

SPECIAL EVENT PERMIT APPLICATION

Check one of the following:	
Tent Permit	<input type="checkbox"/>
Operational Permit	<input type="checkbox"/>
Fireworks Permit	<input checked="" type="checkbox"/>
Air Supported Structure	<input type="checkbox"/>

Fire Safety Permit Number: SE1701605856	
Noise Waiver Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.	Phone Number: (423) 566-5729	
Owner's Name: Lansden E. Hill, Jr.	Phone Number: (800) 662-1331	
Owner's Address: P.O. Box 1776, 115 North First Street		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: 8775 Foxtail Loop, Pensacola, FL 32526		

<i>Tent Permit Section Only</i>		
Tent Usage:		
Size of Tent:	Date of Setup:	Date of Event:

Remarks or Comments:
Fireworks display scheduled for 7-1-2017 @ 8:45PM
Nature Trail HOA- IDC

Driving Directions:

Applicant Signature:	Date: 6/2/2017
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REVISED 11/02/2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12372

County Administrator's Report 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/22/2017

Issue: Noise Waiver for Fireworks Event at the Five Flags Speedway June 30, 2017

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 a 15-Minute Fireworks Event to Be Held at the Five Flags Speedway on Pine Forest Road - 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 for a 15-minute Fireworks Event, to be held at the Five Flags Speedway located on Pine Forest Road directly after the races, with the fireworks display presented by Pyro Shows, Inc., on Friday, June 30, 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 approval, the Escambia County Sheriff's Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

Attachments

Application

Site Photo

Fireworks Application



**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: <i>Pyro Shows, Inc.</i>	Phone Number: <i>800-662-1331</i>	
Owner's Name: <i>Lansden E Hill, Jr.</i>	Phone Number: <i>423-494-4202</i>	
Owner's Address: <i>PO Box 1776</i>		
City: <i>LaFollette</i>	State: <i>TN</i>	Zip Code: <i>37766</i>
Job Address: <i>7451 Pine Forest Rd, Pensacola FL</i>		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: <i>June 30, 2017</i>	Description of Activity: <i>Five Flags Speedway 2017 Season</i>
Beginning Time: <i>8:45 pm</i>	
Ending Time: <i>9:00 pm</i>	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	Date: <i>6/8/2017</i>
Applicant Signature: <i>Lansden E Hill, Jr.</i>	



Show Name: Five Flags Speedway 2017 Season

Show Location/Site Address: 7451 Pine Forest Road
Pensacola, FL 32526

Show Time: Post Race

Show Date: June 30, 2017 (Site A)

Maximum Shell Size: 4"

Overnight Storage: No

Rain Date: TBD

Safety Fallout Radius: 280'

Created by: SB **Date:** 2/3/2017

Ph: 800-662-1331





THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

PUBLIC SAFETY BUREAU
MICHAEL WEAVER
BUREAU CHIEF

FIRE PREVENTION DIVISION
JOSEPH E. QUINN
FIRE MARSHAL

SPECIAL EVENT PERMIT APPLICATION

Check one of the following:	
Tent Permit	<input type="checkbox"/>
Operational Permit	<input type="checkbox"/>
Fireworks Permit	<input checked="" type="checkbox"/>
Air Supported Structure	<input type="checkbox"/>

Fire Safety Permit Number:	SE170605842	
Noise Waiver Permit Number:		
Approved By:		Date:

Applicant: Pyro Shows, Inc.	Phone Number:	(423) 566-5729
Owner's Name: Lansden E. Hill, Jr.	Phone Number:	(800) 662-1331
Owner's Address: P.O. Box 1776, 115 North First Street		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: 7451 Pine Forest Road, Pensacola FL 32526		

<i>Tent Permit Section Only</i>		
Tent Usage:		
Size of Tent:	Date of Setup:	Date of Event:

Remarks or Comments:
Fireworks Display June 30, 2017 @ Post Race
Five Flags Speedway - 2017 Season

Driving Directions:

Applicant Signature: 	Date: 6/2/2017
--	----------------

REVISED 11/02/2012

Attachments

Request for Disposition of Property Forms of

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Escambia County Property Appraiser COST CENTER NO:

Chris Jones, CFA _____ DATE: 5-26-17

Property Custodian (PRINT FULL NAME) _____

Property Custodian (Signature):  _____ Phone No: (850) 434-27335

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55445	Infoprint 1532 Printer	790936B	1532		Good
Y	52924	Infoprint 1332 Printer	9912W52	1332		Good
Y	52921	Infoprint 1332 Printer	9912W5L	1332		Good
Y	58472	Infoprint 1832 Printer	792YV6M	1832		Good
Y	55444	Infoprint 1332 Printer	7909347	1332		Good
Y	52925	Infoprint 1332 Printer	9912MM9	1332		Good
		Infoprint 1352 Printer	992FWZY	1352		Good

Disposal Comments: Property has outlived its lifespan to be effectively used.

INFORMATION TECHNOLOGY (IT Technician): Danielle Horton, Sr Info System Support Tech

 Print Name

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

Computer is Ready for Disposition

Date: 5/26/17 Information Technology Technician Signature:  _____

Date: 6-12-17
 FROM: Escambia County Department Director (Signature):  _____

Director (Print Name): Lanny Smith

RECOMMENDATION:

TO: Board of County Commissioners 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 _____

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Property Appraiser COST CENTER NO:

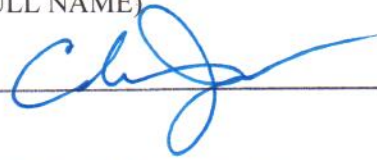
Chris Jones, CFA

DATE:

5-26-17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No:

(850) 434-27335

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52926	Infoprint 1332 Printer	9912MRX	1332		Good
Y	56735	Infoprint 1552 Printer	790V1VK	1552		Good
Y	58024	Infoprint 1532 Printer	792L8FK	1532		Good
Y	56789	Infoprint 1552 Printer	79173C8	1552		Good
Y	55447	Infoprint 1532 Printer	790937W	1532		Good
Y	55446	Infoprint 1532 Printer	7909375	1532		Good
N		Infoprint 1572 Printer	790ZKMM	1572		Good

Disposal Comments: Property has outlived its lifespan to be effectively used.

INFORMATION TECHNOLOGY (IT Technician):

Danielle Horton, Sr Info System Support Tech

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

Dispose-Bad Condition-Send for recycling-Unusable

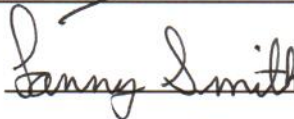
Computer is Ready for Disposition

Date: 5/26/17 Information Technology Technician Signature:



Date: 6-12-17

FROM: Escambia County Department Director (Signature):



Director (Print Name):

Lanny Smith

RECOMMENDATION:

TO: Board of County Commissioners

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12374

County Administrator's Report 13. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/22/2017

Issue: Reappointments to the Board of Electrical Examiners

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the Board of Electrical Examiners - Tim Tolbert, Building Official/Department Director

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

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

B. Reappoint the following two members for a three-year term, effective July 1, 2017, through June 30, 2020:

1. David R. Hawkins (Lay Person); and

2. Thomas J. McElhany, McElhany Electrical Company, Inc. (State Certified Electrical Contractor).

A Community and Media Relations General Alert, posted May 15, 2017, advising "Appointees Sought for Board of Electrical Examiners" received no responses as of the posted deadline of May 26, 2017. The current appointees have indicated that they wish to continue serving on the Board.

BACKGROUND:

The Board of Electrical Examiners was established to review contractor applications for licensure and for the discipline of contractors in the electrical trade. Members serve a three-year term and those whose terms have expired, may be reappointed to additional terms,

in accordance with Sec. 18-132, Escambia County Code of Ordinances and Board of County

Commissioner Policy, Section I, Part B. 1 (D), Appointment Policy and Procedures.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Bobbie Ellis-Wiggins, Assistant County Attorney has reviewed and approved.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety, and welfare of persons and property by requiring certification of individuals who engage in, or wish to engage in, the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CMR General Alert Seeking Appointees

David R. Hawkins - Resume

Thomas J. McElhany - Resume



[Click HERE to View in Browser](#)

Appointees Sought for Board of Electrical Examiners

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for appointments to the Escambia County Board of Electrical Examiners.

Escambia County residents interested in serving on the Escambia County Board of Electrical Examiners are asked to submit a resume and letter indicating their desire to serve by the close of business on Friday, May 26. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502 or emailed to jwitter@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

ESCAMBIA COUNTY BOARD OF ELECTRICAL EXAMINERS

Established under Ordinance 89-35, the duties of the board are to attend meetings to review applications, administer written examination of applicants, issue certificates of competency as electricians and maintain official records of all transactions. The board is to consider any charges against certificate holders for willful violations or incompetence. Members serve a three-year term of office and meet the third Thursday of each month for approximately two hours.

Possible openings for the Escambia County Board of Electrical Examiners are as follows:

- One layperson
- One electrical contractor (applicant must possess a current and active license)

You are receiving this email because you opted in to receive alerts for MyEscambia.com.

[Click here to unsubscribe from email alerts.](#)

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.



**Community and Media
Relations**

Phone: [\(850\) 595-3476](tel:(850)595-3476)

Email: cmr@myescambia.com

David R. Hawkins 3481 Marcus Pointe Blvd Pensacola FL 32505 Phone (850) 449-1136 e-mail: drhawkin@southernco.com

Skills: I have been employed with Gulf Power for 39 years where I have gained experience in Engineering, Marketing, Risk Management and Power Delivery. My current position requires establishing and maintaining excellent Relationships with community leaders and elected officials, as well as working with the Escambia County Emergency Operations Center as Team Leader. I have been involved in community organizations such as Big Brothers/ Big Sisters, United Way and the Association of Retarded Citizens. I am a LEAP graduate and serve as an active member of the Board of Trustees, New Hope P. B. Church.

Work

Experience: **Gulf Power Distribution Services Coordinator** December 2003 – Present

- Act as company liaison for community trade allies such as builders, inspectors, contractors and engineers.
- Manage the After Hours Reconnect program company wide.
- Coordinate the House Power Panel Replacement program.
- Develop and manage Gulf Power's Trade Ally Newsletter – titled "Feederline"
- Manage, coordinate and participate in special projects, this includes "E" Street Transmission line, City of Pensacola Franchise Agreement, and the Extreme Home Makeover project.

Education: Tuskegee Institute: Electrical Engineering
January 1971 to May 1973

Professional Activities / Organizations:

Treasurer – International Association of Electrical Inspectors
Board Member – Electrical Contractors Association of NW Florida
Board Member - Escambia County Board of Electrical Examiners
Treasurer – STRIDE mentoring program
Vice President – Community Equity Investments, Inc.
Vice President - First Tee of NW Florida
State Board of Directors – International Association of Electrical Inspectors

Honors and Achievements:

2009 - Spot Award for Leadership shown, "E"-Street Transmission Line
2005 – Gulf Power Leadership Excellence Award
2001 – Sport award for the All Electric Water heating sales assistance for housing project

Other Related Interests:

- Founding co-member of Roy Jones Jr. Golf Tournament to benefit the Association for Retarded Citizens
- Pensacola Area Housing Commission – Finance Committee headed by Former Escambia County Commissioner, Marie Young

March 18, 2013

Thomas J. McElhany
1004 Dog Track Rd.
Pensacola, FL 32506
850-457-3730

Education

Pensacola High School – 1968

State of Florida Dept. of Commerce--

Bureau of Apprenticeship Electricity-January 28, 1975

Experience

Four-year electrical apprenticeship with Baroco Electric

Six-year job foreman with Baroco Electric

Partner in Mizzell Electric

McElhany Electric Co., Inc.-Since 1984-Owner & Electrical Contractor

Licenses and Certifications

State of Florida-Certified Electrical Contractor

Master Electrical-Escambia County & Santa Rosa County

Alarm System Contractor

Memberships and Offices

Escambia County Board of Electrical Examiners-February 2002 to Present

International Association of Electrical Inspectors

Home Builders Association of West Florida

Liberty Church-Blue Angel Campus



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12370

County Administrator's Report 13. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/22/2017

Issue: Authorize the Scheduling of a Public Hearing to Consider Amending Chapter 10-25 of the Escambia County Code of Ordinances

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances Relating to Pensacola Beach Dog Parks - Tim Tolbert, Building Official/Department Director

That the Board authorize the scheduling of a Public Hearing on July 6, 2017, at 5:31 p.m., for consideration of amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances Relating to the Pensacola Beach Dog Parks.

BACKGROUND:

Santa Rosa Island Authority has requested a change to the Escambia County Code of Ordinances Section 10-25 regarding the Pensacola Beach Dog Parks.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was drafted by Assistant County Attorney Bobbie Ellis-Wiggins and will be advertised in the Pensacola News Journal on June 24, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

PBeachOrdinance

47 under his control, on public bathing beaches or recreational areas on that portion of
48 Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa
49 Island Authority.

50
51 (b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of
52 Mexico adjacent to Parking Lot B ("Park West") extending south from the dune
53 vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover
54 and Parking Lot E ("Park East") extending south from the dune vegetation line to the
55 Gulf of Mexico and 150 feet to the east and 150 feet to the west of the dune walkover.

56
57 (c) From May 1 through October 31, the hours of operation shall be from 7:00
58 a.m. until sunset. From November 1 through April 30, the hours of operation shall be
59 from the time of sunrise until sunset.

60
61 (d) The Santa Rosa Island Authority shall provide appropriate signage
62 designating the park boundaries and rules of operation.

63
64 (e) All dogs shall be prohibited from roaming freely within the boundaries of
65 the park. Each dog must be fastened to a suitable leash of dependable strength not to
66 exceed eight feet in length, and the leash must be held at all times by the person
67 maintaining supervision and control over the dog.

68
69 (f) Any person having a dog on the beach during the above enumerated
70 hours must carry with and on such person suitable materials with which to remove from
71 the beach any fecal matter deposited by the dog. Any fecal matter must be removed
72 immediately upon its deposit by the person maintaining supervision and control over the
73 dog.

74
75 (g) Each dog must have the proper license tags affixed to its collar or harness
76 at all times.

77
78 ~~(h) No person maintaining supervision and control over a dog on the beach~~
79 ~~may deliberately disobey a reasonable command to ensure compliance with the rules~~
80 ~~and regulations provided in this section. A reasonable command shall only be made by~~
81 ~~the executive director, the director of public safety, the water safety supervisor and~~
82 ~~senior lifeguards of the Santa Rosa Island Authority while in the performance of their~~
83 ~~official duties. A reasonable command shall be preceded by a verbal warning to cease~~
84 ~~the prohibited activity and such person shall be permitted a reasonable opportunity to~~
85 ~~comply with the warning. A reasonable command shall be made in the presence of the~~
86 ~~county sheriff or his or her deputies.~~

87
88 (i) (h) The executive director of the Santa Rosa Island Authority and the director
89 of public safety of the Santa Rosa Island Authority for Escambia County shall have the
90 authority to close the parks when deemed necessary to ensure the health, safety and
91 welfare of the general public.

92

93 (4) *Enforcement and penalty.* This section may be enforced by the county
94 sheriff and his or her deputies, or county animal control officers, or auxiliary code
95 enforcement officers as provided in this chapter. Violators of this section shall be guilty
96 of a civil infraction and punishable pursuant to section 10-23. Fines assessed pursuant
97 to section 10-23 shall be imposed upon the first violation.

98
99 (5) *Sunset provision.* This provision shall stand repealed four years from the
100 date of enactment unless reviewed and saved from repeal through reenactment by the
101 board of county commissioners.

102
103 **SECTION 2. Severability.**

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

107
108 **SECTION 3. Inclusion in Code.**

109 It is the intention of the Board of County Commissioners that the provisions of
110 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2016), and
111 that the sections, subsections and other provisions of this Ordinance may be
112 renumbered or relettered and the word "ordinance" may be changed to "section,"
113 "article," or such other appropriate word or phrase in order to accomplish such
114 intentions.

115
116 **SECTION 4. Effective Date.**

117 This Ordinance shall become effective upon filing with the Department of State.

118
119
120 DONE AND ENACTED this _____ day of _____, 2017.

121
122 BOARD OF COUNTY COMMISSIONERS
123 ESCAMBIA COUNTY, FLORIDA

124
125 _____
126 D. B. Underhill, Chairman

127 ATTEST: PAM CHILDERS
128 Clerk of the Circuit Court

129
130 BY: _____
131 Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: B. Eleno ACA
Date: 06/07/17

132
133 (Seal)

134
135
136 Enacted:
137 Filed with Department of State:
138 Effective:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12396 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 06/22/2017

Issue: 2017 National Association of Counties Annual Conference Voting Credentials Form

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2017 National Association of Counties Annual Conference Voting Credentials Form - Jack R. Brown, County Administrator

That the Board take the following action concerning the 2017 National Association of Counties (NACo) Annual Conference, July 21-24, 2017, in Franklin County, Ohio:

A. Designate Commissioner Grover C. Robinson, IV, as Escambia County's delegate; and

B. Authorize the Chairman to sign the 2017 NACo {Voting} Credentials Identification Form.

BACKGROUND:

The National Association of Counties (NACo) is the only national organization that represents county governments in the United States. Founded in 1935, NACo provides essential services to the nation's 3,066 counties. NACo advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money.

BUDGETARY IMPACT:

Funding for travel to the NACo Annual Conference was budgeted in FY 2016/2017 Budget. (Travel expenses will be paid from the travelers Cost Center/Object Code.)

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section 1, Part 4{a}, requires Commission approval for out of County travel by Commissioners, County Administrator and the County Attorney.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, the County Administrator's Office will mail the 2017 NACo Annual Conference Voting Credentials to NACo.

Attachments

2017 NACo Annual Conference Voting Credentials



MEMORANDUM

ELECTION OF NACo OFFICERS AND VOTING ON POLICY

To: County Board Chairpersons, Parish Presidents, Borough Mayors,
County Judges, Elected County Executives and County Clerks
From: Bryan Desloge, NACo President
Date: May 26, 2017
Subject: Voting Credentials – 2017 Annual Conference

NACo is preparing for the 82nd Annual Conference to be held July 21-24, 2017, in Franklin County, Ohio. It is important that your county participates in the association's annual election of officers and policy adoption. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form.** A chief elected official may include the following:

- board chair/president
- mayor
- county judge
- **elected** county executive

*Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by **FRIDAY, JULY 7.***

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

Alex Koroknay-Palicz - Fax (866) 370-9421

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
660 North Capitol St, NW, Suite 400
Washington, DC 20001

AKPalicz@naco.org

Membership Coordinator, Alex Koroknay-Palicz, can be reached at 888.407.NACo (6226) x291, his direct line at 202.942.4291 or akpalicz@naco.org. We look forward to seeing you in Franklin County!

Credentials Checklist

Please use the following checklist before returning the credentials form.

YES NO Has my county/parish/borough paid its 2017 NACo dues?

*If no, please contact NACo's Membership department at 888.407.NACo (6226).
2017 dues must be paid before votes may be cast.*

YES NO Has my county/parish/borough registered or at least one person from my county/parish/borough paid the registration fee to attend the annual conference?

If no, STOP. The county must have at least one paid conference registrant to cast a ballot, according to NACo's bylaws. If no one from your county is registered for the conference, your county may not vote in the election. If your county does not plan on registering for the conference, you do not need to turn this credentials form back in to the NACo office.

If you have answered "YES" to both of the above questions, please continue.

YES NO Has my county designated a voting delegate and alternate, if applicable?

Only ONE alternate may be designated per county. If more than one alternate is designated per form, only the first will be counted as the credentialed voting alternate.

YES NO Has the chief elected official of my county/parish/borough (board chair, mayor, parish president, elected county executive, etc.) signed the credentials form?

If you have answered yes to all questions, please either fax, mail or scan and e-mail the credentials form by Friday, July 7, 2017 to:

Alex Koroknay-Palicz
Fax # (866) 370-9421

Or:

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
660 North Capitol St., NW, Suite 400
Washington, DC 20001

Or:

AKPalicz@naco.org

If you have questions call or e-mail Alex Koroknay-Palicz at 888.407.NACo (6226) or his direct line: (202) 942-4291. E-mail: akpalicz@naco.org

How does NACo determine the number of votes each county receives?

The number of votes is determined by the amount of dues a county pays. Dues are based on population. All counties are entitled to at least one vote. Members with more than \$499 in dues are entitled to one additional vote for each additional \$500 in dues or fraction thereof paid in the year the meeting is held.

- Counties with dues of \$450 to \$499 receive one vote.
- Counties with dues of \$500 to \$999 receive two votes, and so on.
- The maximum number of votes a county can receive is 121.

My county has 10 votes. How can our 25 commissioners divide or share the votes?

That is up to your county. NACo has no rule as to how counties decide to allocate their votes. Counties may split their vote amongst the candidates running for second vice president if it is desired.

I've heard the term "unit vote" used. What is that?

Some states, by custom or policy, cast all of their votes as a block or "unit." State associations typically have a meeting before the election to determine how they will handle the voting process.

- Check with your state association regarding the time, date and location of this meeting.
- NACo bylaws permit each county to cast its vote as it chooses. Your county does not have to vote with your state association should you so choose.

When does the voting take place?

This year's election will be held on Monday, July 24, 2017 at 10:30 a.m. at the NACo Annual Business Meeting.

How does the voting occur?

Votes are cast by state, not by state association. Counties from a state sit together as a delegation. The reading clerk will call out states at random. A state appointed representative will approach the microphone and call out that state's vote. This will continue until one of the candidates has a majority of the total number of votes being cast. Voting may still continue after a majority has been reached.

What is a roll call?

Roll call is a way of voting for NACo resolutions to be passed. If a roll call is necessary, the names of the states will be read out in alphabetical order by the reading clerk. A state appointed representative will approach the microphone and call out that state's vote as "yes" or "no." This will continue until all votes have been cast.

What happens if there is a dispute over the election process?

It is rare, but sometimes irregularities occur with how votes are cast or counted, or how the credentialing process is conducted. As a safeguard elections may be challenged during the voting process at the NACo Annual Business Meeting. Challenges are allowed under two circumstances. A voting delegate may challenge the vote for his/her state, and his/her state only. A candidate running to become a NACo officer may challenge the vote of any state. If a challenge is made, the NACo Credentials Committee may audit the ballots of a state delegation to ensure that the number of votes the state is casting matches the number of ballots the state has. The committee may also audit the ballot transfer records on the back of each ballot and the State Voting Totals Form, which is a form states fill out showing the number of votes cast for each candidate.

2017 General Voting Frequently Asked Questions

On what issues or for which candidates do counties/parishes/boroughs vote?

Counties vote on resolutions that set NACo legislative and association policy for the coming year. Delegates also elect NACo officers for the coming year. The position of second vice president is usually the one position that is contested.

How can my county vote?

A county must be a NACo member “in good standing” in order to vote. This means your county’s dues for 2017 must be paid before the voting occurs. **Also, the county must have at least one paid registration for the annual conference and have proper credentials.**

What are credentials?

Credentials attest to a county’s eligibility to vote. Credentials contain information on the number of votes a county is eligible to cast, as well as the identity of the delegate that is authorized to cast the county’s vote.

How is the credentials form distributed?

The form is mailed to the clerk and chief elected official of member counties so that the county can provide the name of the voting delegate to NACo. Conference registrants will receive an e-mail with a link to the credentials form as well. Only counties that have paid their 2017 NACo dues will receive a credentials form. This form is mailed in May. Please return this form by Friday, July 7, 2017.

Why did I receive a credentials form?

You are receiving this form because you are the chief elected official at your county, your county’s clerk, or you registered for the 2017 NACo Annual Conference. If you wish to vote, please bring the credentials form to your chief elected official to fill out and return to us. Please see this packet for more instructions on the form.

My county has misplaced the credentials form. What should I do?

The credentials form will be available in the Elections and Voting Credentials section of the NACo website (www.naco.org/credentials) shortly after it is mailed. After you download, print, and fill out the form correctly, you can return it to NACo. Please call Alex Koroknay-Palicz at 888.407.NACo (6226) x291 if you need assistance.

If my county is not registering for the Annual Conference, does my county have to send in the credentials form?

No. Only counties who register are able to vote. Please do not return the credentials form to the NACo office if your county does not plan to register for the Annual Conference.

What is a voting delegate?

A voting delegate is someone authorized by your county/parish/borough board to pick up a ballot and cast your county’s votes at the annual conference. The delegate must have a paid registration to the conference.

Who may be a voting delegate?

Any elected or appointed official or staff member from your county/parish/borough may be a voting delegate. That decision is up to your county board.

What is an alternate?

An alternate is another elected or appointed official or staff member from the county delegated by the county to pick up and cast its ballot. The alternate must have a paid registration to the conference.

- The delegate OR alternate listed on the credentials form may pick up your county’s ballot.

My county has only one person attending the conference. Does my county have to designate an alternate?

No. It is not necessary to list an alternate if a delegate is named.

Whose ballots may the state associations of counties/parishes/boroughs receive?

Your state association of counties/parishes/boroughs is allowed to pick up any unclaimed ballots from counties/parishes/boroughs that have registered delegates. The pick-up time for state associations is Sunday afternoon (2 to 5 pm) during the conference. The state association may then cast those ballots in the election.

My county does not want our state association to pick up our votes. How does my county go about indicating this decision?

You must check the box that says *"If my ballot is not picked up, I DO NOT AUTHORIZE my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option."*

- Remember that your county's votes will not be cast at all with this option if your delegate does not pick up the ballot.

If I do not get my credentials form into the NACo office by July 7, may I become credentialed on site at the conference?

Yes. You may bring the original credentials form signed by your chief elected official or fill out the on-site ballot form. By signing the on-site ballot form you declare that you and the other conference attendees from your county have agreed that you are the voting delegate for your county. You must be registered for the conference to be able to vote.

What would happen if more than one registered attendee from my county fills out the on-site ballot form?

If there is uncertainty as to who the authorized delegate is, and more than one person claims to be your county's authorized delegate, officials from your county will need to resolve the dispute by 1 p.m. EDT on Sunday July 23, 2017. Unless the dispute is resolved, your county's votes will not be counted. To resolve the dispute, all registrants who filled out the on-site ballot form need to agree as to who is authorized to cast their county's votes and communicate that to Alex Koroknay-Palicz at the credentials desk by 1 p.m. EDT on July 23.

How do I get my ballot?

When you submit your credentials form NACo staff prints out a paper ballot to bring to the NACo Annual Business Meeting. In order to vote you will need to pick up this paper ballot at the NACo Credentials Desk. Your county has until 1 p.m. on Sunday July 23 to come to the Credentials Desk and pick up your ballot. If you do not pick it up by 1 p.m. your state association can then pick up your vote until 5 p.m. unless you check the box on the form to not permit them. If you check that box and do not pick up your own ballot your county WILL NOT be permitted to vote.

What would happen if I've picked up my ballot, but I need to leave before the election on Monday?

If you have picked up the ballot for your county but won't be present to cast it at the NACo Annual Business Meeting on Monday morning, you can give that ballot to a delegate from your same county, from another active member in your state, the head of your state delegation, or your state association president or president's designee. To do this, you (transferer) and the person you are handing the ballot to (transferee) must sign the Record of Ballot Transfer form on the back of your ballot.

My county won't be attending this year's Annual Conference, can we still vote?

Yes. Your county can still have its votes counted without attending the conference, but one person from your county still needs to register. You must have at least one person registered by 12 PM EDT on July 18. If you register, do not plan to attend and wish to vote, you MUST designate your state association president as your delegate on the Credentials Form. Your state association president or his/her designee will pick up and cast your ballot.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12308

County Administrator's Report 13. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida

From: Tammy Jarvis, Department Director

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida - Tamyra Jarvis, Corrections Department Director

That the Board take the following action concerning the First Amendment to the Professional Services Agreement between the First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

A. Approve the First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida. This Amendment increases the funding for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility from \$21,000 to \$30,500. This funding is provided by the First Judicial Circuit Court Administration; and

B. Authorize the Chairman to sign the Amendment.

[Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003]

BACKGROUND:

The Work Release Program facility has been housing male and female offenders via Drug Court referrals since 2011. These offenders are usually housed from 1 to 30 plus days as determined by the Court. The Work Release Program facility supports the program through the availability of dormitory style housing for adult post-adjudicatory drug court participants. Fees are determined on a per day basis and includes the room and board for each offenders. It is the desire of the First Judicial Circuit Court Administration to increase their allocated funding due to a rise in the anticipated number

of offenders.

BUDGETARY IMPACT:

Fund 114-Misdemeanor Probation, Revenue Account 349003.

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:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Department of Corrections will work with the First Judicial Circuit Court Administration to execute the terms of the agreement.

Attachments

First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court In Escambia County, Florida

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT
IN ESCAMBIA COUNTY, FLORIDA**

This is the **FIRSTAMENDMENT** to the *Professional Services Agreement for Adult-Post Adjudicatory Drug Court in Escambia County, Florida* (contract number 010074U) entered into by and between the First Judicial Circuit Court Administration ("Circuit"), and the Escambia County Board of County Commissioners ("Contractor").

WITNESSETH:

WHEREAS, on or about July 15, 2016, the parties previously entered into a Professional Services Agreement for Post-Adjudicatory Drug Court in Escambia County, Florida ("Agreement"); and

WHEREAS, the purpose of this amendment is to increase the funding provided under the Agreement from \$21,500 to \$30,500.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Agreement is amended to reflect that the total compensation the Circuit will provide to the Contractor as reimbursement for services for the adult post-adjudicatory drug court program is increased from \$21,500 to \$30,500.
3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. The effective date of this Amendment shall be on the last date executed by the parties hereto.
5. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement, shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature:

CIRCUIT:
FIRST JUDICIAL CIRCUIT OF FLORIDA

Robin M. Wright 5/22/17
Robin M. Wright Date

Trial Court Administrator
First Judicial Circuit of Florida

Witness: Quita L. Cantrell
Witness: Kary Rhoads

CONTRACTOR:
ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

D. B. Underhill Date
Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/22/17

Trial Court Administrator's Office
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney: [Signature]
Date: 5/22/17
Phone: (850)595-4405



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12335

County Administrator's Report 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Big Bend Community Based Care Contract# A0150 Renewal
Amendment #010

From: Tammy Jarvis, Department Director

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #010 to Agreement #A0150 between Escambia County and Big Bend Community Based Care, Inc. - Tamyra Jarvis, Director of Corrections

That the Board take the following action concerning the Amendment #010 to Contract #A0150 with Big Bend Community Based Care, Inc:

A. Approve Amendment #010 to Contract #A0150, which extends the funding providing for the establishment of a Forensic Mental Health Specialist position within the Community Corrections Division until June 30, 2018; and

B. Authorize the Chairman to sign Amendment #010 to Contract #A0150.

[Funding: This Contract is a fixed-rate Contract for a total of \$43,971, for Fiscal Year 2017/2018]

BACKGROUND:

This contract originated in December 2006 with the Department of Children and Families (DCF) to establish a Forensic Pre-Trial Release Program in Escambia County. Escambia County Community Corrections is in a uniquely qualified position to provide Forensic Mental Health Pre-Trial Release Services in Escambia County. This contract provides funding for the establishment of a Forensic Mental Health Specialist position within the Community Corrections division, Pre-Trial Release program. This renewal is based on the state's fiscal year and will begin on July 1, 2017 and end on June 30, 2018.

BUDGETARY IMPACT:

This is a fixed price contract. Big Bend Community Based Care, Inc. shall pay for the delivery of authorized services specified in accordance with the terms and conditions of the contract for a total dollar amount not to exceed \$43,971.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

This contract provides partial funding for one (1) Forensic Mental Health Specialist position.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by Escambia County Community Corrections, Pre-Trial Release program.

Attachments

Contract #A0150, Amendment #010

**Amendment #010
Contract # A0150
Contract Renewal**

This renewal is entered into between Big Bend Community Based Care, Inc., herein after referred to as "BBCBC," and Escambia County Board of County Commissioners, hereinafter referred to as the "Provider."

As stated on Page 20, Section B, Paragraph 1 of Contract #A0150, BBCBC is exercising its option to renew this Contract if mutually agreed upon by both parties. This renewal will begin on July 1, 2017, and end on June 30, 2018. The Contract amount for this period shall not exceed \$43,971.00.

All other terms and conditions of said original Contract, as well as any supplements and/or amendments thereto, shall remain in force and effect for this renewal.

**ESCAMBIA COUNTY BOARD OF
COUNTY COMISSIONERS**

**BIG BEND COMMUNITY BASED
CARE, INC.**

By: _____
D.B. Underhill, Chairman

By: _____
Mike Watkins

As Its: Chairman of Escambia County Board
of County Comissioners

As Its: Chief Executive Officer

Date: _____

Date: _____

ATTEST: PAM CHILDERS
Clerk of Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.
By/Title: [Signature]
Date: 6/1/17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12305

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Surplus and Sale of Escheated and Foreclosed Properties Located in Districts 1, 2, 4 and 5

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Escheated and Foreclosed Properties Located in Districts 1, 2, 4, and 5 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of escheated and foreclosed properties located in Districts 1, 2, 4, and 5:

- A. Declare surplus all escheated or foreclosed properties (not previously designated as surplus) located in Districts 1, 2, 4, and 5, that are determined not to be needed for County purposes;
- B. Authorize the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances;
- C. Authorize staff to offer these properties for sale via online public auction, adjacent owner sale, or any other process statutorily available; and
- D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents necessary to complete the sale of these properties, without further action of the Board.

BACKGROUND:

The County currently has 315 escheated and foreclosed properties covering 5 commission districts. The majority of these properties were acquired through tax deeds, the remainder by foreclosure. Some of the parcels are right-of-ways, small strips or pieces of wasteland, landlocked parcels, submerged or unplottable parcels, or have other encroachment issues. The remainder are parcels that are either buildable or

parcels that could potentially enhance other adjacent property.

The Board previously placed a moratorium on the sale of these County-owned lots. Pursuant to Board's discussion during the Safe Neighborhood Sidewalk Plan presentation at its May 11, 2017 Committee of the Whole Workshop, the Board chose to free up any of these properties (with the exception of any property located in District 3), that are not needed for County purposes, and to allow them to be offered for sale so that they may be placed back on the tax rolls. It is in the best interest of the County to sell any of the parcels that are not deemed to be necessary for current or future County projects.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser(s) will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Escheated and Foreclosed Properties in Districts 1, 2, 4 and 5

Escheated / Foreclosed Property In Commissioner District 1



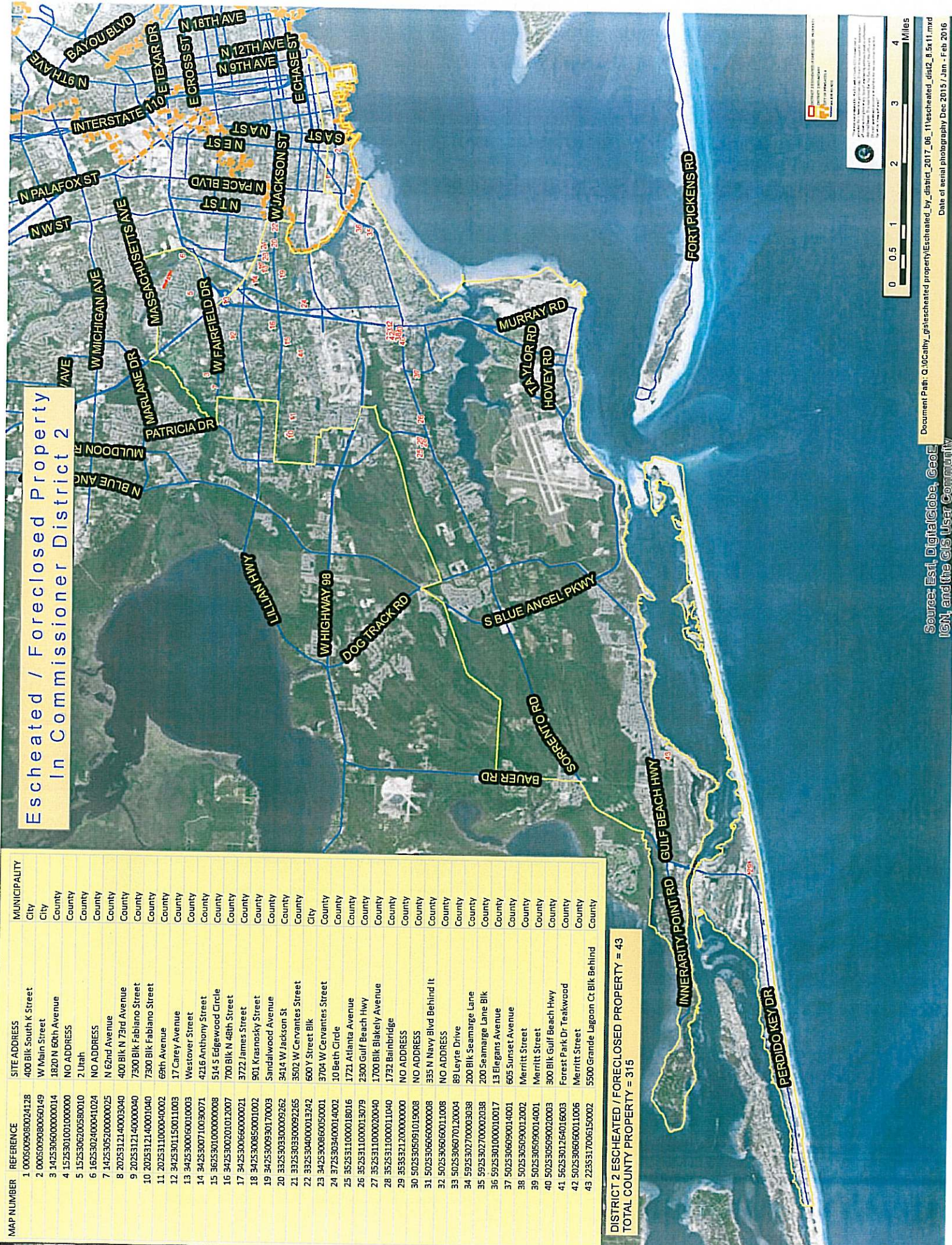
DISTRICT 1 ESCHATED / FORECLOSED PROPERTY = 20
TOTAL ESCHATED / FORECLOSED PROPERTY = 315

MAP NUMBER	REFERENCE NUMBER	Situs	MUNICIPALITY
1	01-25-31-4301-001-002	4900 Sierra Drive Blk	County
2	03-25-32-3000-102-002	900 Blk Spanish Moss Dr	County
3	13-25-30-2403-000-000	Deerwood Road	County
4	13-25-30-1102-000-000	5300 Blk Charbar Drive	County
5	11-25-31-2110-000-000	Weatherwood Drive	County
6	11-25-31-5406-000-000	700 Blk 70th Avenue	County
7	11-25-31-5505-000-000	700 Blk N 70th Avenue	County
8	17-25-31-6003-000-000	South of Ginko Drive	County
9	19-25-31-4209-003-002	200 S Crow Road Blk	County
10	22-25-31-1401-000-000	Fairfield Drive	County
11	36-25-31-1010-000-005	5900 Princeton Drive Blk	County
12	37-25-31-1301-000-000	NO ADDRESS	County
13	37-25-31-1000-000-025	7846 Lenora Street	County
14	37-25-31-1301-000-005	NO ADDRESS	County
15	37-25-31-1310-000-002	7300 Blk Haywood Street	County
16	37-25-31-4101-260-002	7700 Blk Pontiac Drive	County
17	42-15-30-3001-000-000	55 Fenwick Rd	County
18	24-15-31-1301-120-001	NO ADDRESS	County
19	24-15-31-1301-018-008	NO ADDRESS	County
20	42-15-30-2202-005-004	6203 MONTGOMERY AVE	Century

Escheated / Foreclosed Property In Commissioner District 2

MAP NUMBER	REFERENCE	SITE ADDRESS	MUNICIPALITY
1	000500980024128	400 Blk South K Street	City
2	000500980060149	W Main Street	City
3	147530600000014	1820 N 60th Avenue	County
4	1525301001000000	NO ADDRESS	County
5	1525306200580010	2 Utah	County
6	1625302400041024	NO ADDRESS	County
7	1475305200000025	N 62nd Avenue	County
8	20253112140003040	400 Blk N 73rd Avenue	County
9	2025312140000040	7300 Blk Fabiano Street	County
10	2025312140001040	7300 Blk Fabiano Street	County
11	2025311000040002	69th Avenue	County
12	3425301150011003	17 Carey Avenue	County
13	3425300600100003	Westover Street	County
14	3425300710030071	4216 Anthony Street	County
15	3625301000000008	514 S Edgewood Circle	County
16	3425300201012007	700 Blk N 48th Street	County
17	3425300600000021	3722 James Street	County
18	3425300850001002	901 Krasnosky Street	County
19	3425300930170003	Sandalwood Avenue	County
20	3525303300009262	3414 W Jackson St	County
21	3325303500009265	3502 W Cervantes Street	County
22	33253040000013242	600 Y Street Blk	City
23	3425300860050001	3704 W Cervantes Street	County
24	3725303400014002	10 Beth Circle	County
25	3525311000018016	1721 Atlanta Avenue	County
26	3525311000013079	2300 Gulf Beach Hwy	County
27	3525311000020040	1700 Blk Blakely Avenue	County
28	3525311000011040	1732 Bainbridge	County
29	3535302100000000	NO ADDRESS	County
30	5025305091019008	NO ADDRESS	County
31	5025306060000008	335 N Navy Blvd Behind It	County
32	5025306060011008	NO ADDRESS	County
33	5025306070120004	89 Leyre Drive	County
34	5925302700030338	200 Blk Seamarie Lane	County
35	5925302700002038	200 Seamarie Lane Blk	County
36	5925301000010017	13 Elegans Avenue	County
37	5025306090014001	605 Sunset Avenue	County
38	5025305090012002	Merritt Street	County
39	5025305090014001	Merritt Street	County
40	5025305090020003	300 Blk Gulf Beach Hwy	County
41	5625301264016003	Forest Park Dr Teakwood	County
42	5025306050011006	Merritt Street	County
43	2235317006150002	5500 Grande Lagoon Ct Blk Behind	County

DISTRICT 2 ESCHATED / FORECLOSED PROPERTY = 43
TOTAL COUNTY PROPERTY = 315



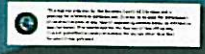
Escheated / Foreclosed Property In Commissioner District 4



DISTRICT 4 ESCHATED / FORECLOSED PROPERTY = 19
TOTAL COUNTY PROPERTY = 315

MAP NUMBER	REFERENCE	SITE ADDRESS	MUNICIPALITY
1	041S300101001015	Loomis Street	County
2	071S291101017005	Johnson Avenue	County
3	091S293005000018	Dogwood Terrace Drive	County
4	091S292001000000	4640 Peacock Drive	City
5	081S291000000000	4100 Baywoods Drive	County
6	091S293005000019	NO ADDRESS	County
7	032S302000002015	Barcia Road	City
8	012S291901033004	3200 Blk Logan Drive	City
9	141S305404000000	Gift Drive	County
10	171S301207000000	8400 Blk Caminitti	County
11	181S305201000012	2100 Blk Frazier Street	County
12	171S301302000000	NO ADDRESS	County
13	171S303000000048	7000 Blk Lawton Street	County
14	171S303000000025	Kipling Street	County
15	101S292200020001	1100 Blk Dunmire Street	City
16	101S292200080001	1100 Blk Dunmire Street	City
17	101S292200010001	1100 Blk Dunmire Street	City
18	111S291000040048	3500 Blk Overland Drive	City
19	311S302209001004	Lansing Drive	County

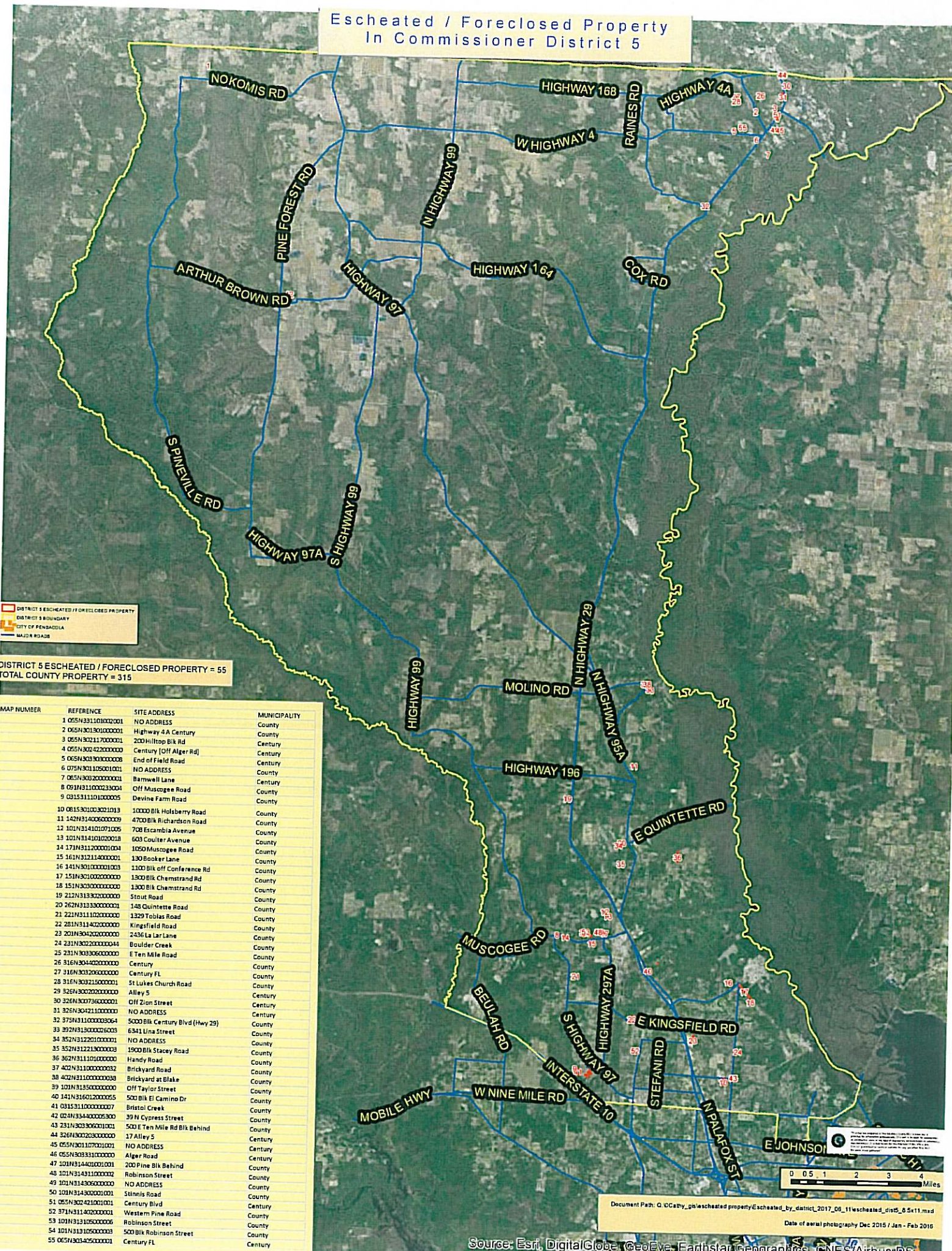
DISTRICT 4 ESCHATED / FORECLOSED PROPERTY
 DISTRICT 4 BOUNDARY
 CITY OF PENSACOLA
 MAJOR ROADS



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 Date of aerial photography Dec 2015 / Jan - Feb 2016

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Escheated / Foreclosed Property In Commissioner District 5



■ DISTRICT 5 ESCHATED / FORECLOSED PROPERTY
 DISTRICT 5 BOUNDARY
 CITY OF PENSACOLA
 MAJOR ROADS

DISTRICT 5 ESCHATED / FORECLOSED PROPERTY = 55
 TOTAL COUNTY PROPERTY = 315

MAP NUMBER	REFERENCE	SITE ADDRESS	MUNICIPALITY
1	055N31101002001	NO ADDRESS	County
2	065N301301000001	Highway 4A Century	County
3	065N302117000001	200 Hilltop Blk Rd	County
4	065N302422000000	Century (Off Alger Rd)	County
5	065N303303000008	End of Field Road	County
6	075N301105001001	NO ADDRESS	County
7	065N303200000001	Barmwell Lane	County
8	091N311000233004	Off Muscogee Road	County
9	0315311010100005	Devine Farm Road	County
10	0815301003021013	10000 Blk Holsberry Road	County
11	142N314006000009	4700 Blk Richardson Road	County
12	101N314101071005	708 Escambia Avenue	County
13	101N314101020018	603 Coulter Avenue	County
14	171N311200001004	1050 Muscogee Road	County
15	161N312114000001	130 Booker Lane	County
16	141N301000001003	1100 Blk off Conference Rd	County
17	151N301000000000	1300 Blk Chemstrand Rd	County
18	151N303000000000	1300 Blk Chemstrand Rd	County
19	212N313302000000	Stout Road	County
20	262N313300000001	148 Quintette Road	County
21	221N311102000000	1329 Tobias Road	County
22	281N311402000000	Kingsfield Road	County
23	201N304202000000	2436 La Lar Lane	County
24	231N302000000044	Boulder Creek	County
25	231N303306000000	E Ten Mile Road	County
26	316N304402000000	Century	County
27	316N303206000000	Century FL	County
28	316N303215000001	St Lukes Church Road	County
29	326N300202000000	Alley 5	County
30	326N300736000001	Off Zion Street	County
31	326N304211000000	NO ADDRESS	County
32	375N311000003064	5000 Blk Century Blvd (Hwy 29)	County
33	392N313000006003	6341 Lina Street	County
34	352N312201000001	NO ADDRESS	County
35	352N312213000008	1900 Blk Stacey Road	County
36	362N311101000000	Handy Road	County
37	402N311000000032	Brickyard Road	County
38	402N311000000038	Brickyard at Blake	County
39	101N313500000000	Off Taylor Street	County
40	141N3116012000055	500 Blk El Camino Dr	County
41	0915311000000007	Bristol Creek	County
42	024N334000005300	39 N Cypress Street	County
43	231N303306001001	500 E Ten Mile Rd Blk Behind	County
44	326N300203000000	17 Alley 5	County
45	055N301107001001	NO ADDRESS	County
46	055N303310000000	Alger Road	County
47	101N314400000001	200 Pine Blk Behind	County
48	101N314311000002	Robinson Street	County
49	101N314300000000	NO ADDRESS	County
50	101N314300000001	Stinns Road	County
51	065N302421000001	Century Blvd	County
52	371N311402000001	Western Pine Road	County
53	101N313105000006	Robinson Street	County
54	101N313105000003	500 Blk Robinson Street	County
55	065N303405000001	Century FL	County



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Date of aerial photography Dec 2015 / Jan - Feb 2016

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12362

County Administrator's Report 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Properties Located on Erress Boulevard and Diego Circle in the Palafox Redevelopment Area

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Blighted Properties Located on Erress Boulevard and Diego Circle - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following June 22, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning Blighted Properties located on Erress Boulevard and Diego Circle within the Palafox Redevelopment Area (CRA):

A. Authorizing the expenditure of funds for appraisals, title insurance commitments, the purchase of tax certificates, demolition, surveys, and other related activities and obligations required by Florida Statue Chapter 163, Part III, Section 163.360; and

B. Authorizing staff to begin the process of negotiations with the parcel owners on Erress Boulevard and Diego Circle in anticipation of preparing subsequent recommendations to acquire and/or accept donations to develop or redevelop some or all of the parcels.

[Funding Source: Fund 151, Palafox CRA, Cost Center 370115; Fund 352, Natural Resources/CRA Local Option Sales Tax III, Cost Center 220102, Project 12NE1708 and Project 08NE0058; Fund 129, Neighborhood Enterprise Division (NED), 2016 CDBG, Cost Center 370228 and 2017 CDBG, Cost Center 370231; and Fund 101, CRA Safe Neighborhood, Cost Center 370104]

BACKGROUND:

Westernmark subdivision located on Erress Boulevard (38 parcels) and Valencia Arms subdivision located on Diego Circle (36 parcels) are neighborhoods located in the CRA Palafox Redevelopment Area. Many of the units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there

have been numerous repetitive code violations and code violations with current outstanding liens. The neighborhood is a rampant focal point for illegal activities including drug offenses, prostitution, robbery and others. As part of a Community Redevelopment revitalization effort, a plan will be developed and revised as necessary over the course of the project based on the results of the various inspections required by the County's ordinances. The abatement, assembly and/or redevelopment of this area is made more difficult by clouded titles, liens, foreclosures, absentee landlords and expected to take multiple years expending over \$2.3 million to clear for renewal reinvestment and economic development. Attach are copies of the blighted properties for the abovementioned locations.

BUDGETARY IMPACT:

Funding Sources are as listed:

1. Fund 151 Palafox CRA, Cost Center 370115
2. Fund 352 Natural Resources/CRA Local Option Sales Tax III Cost Center 220102, Project 12NE1708 and Project 08NE0058
3. Fund 129 Neighborhood Enterprise Division (NED), 2016 CDBG, Cost Center 370228 and 2017 CDBG Cost Center 370231
4. Fund 101 CRA Safe Neighborhood, Cost Center 370104

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration is required for pre-approval process.

PERSONNEL:

There will be no additional staff need to implement this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required to expend or disburse funds to any private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

The Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) will coordinate and monitor the work in progress for the implementation of all tasks.

Attachments

Diego Circle Map June2017

Diego Circle Property Listing June2017

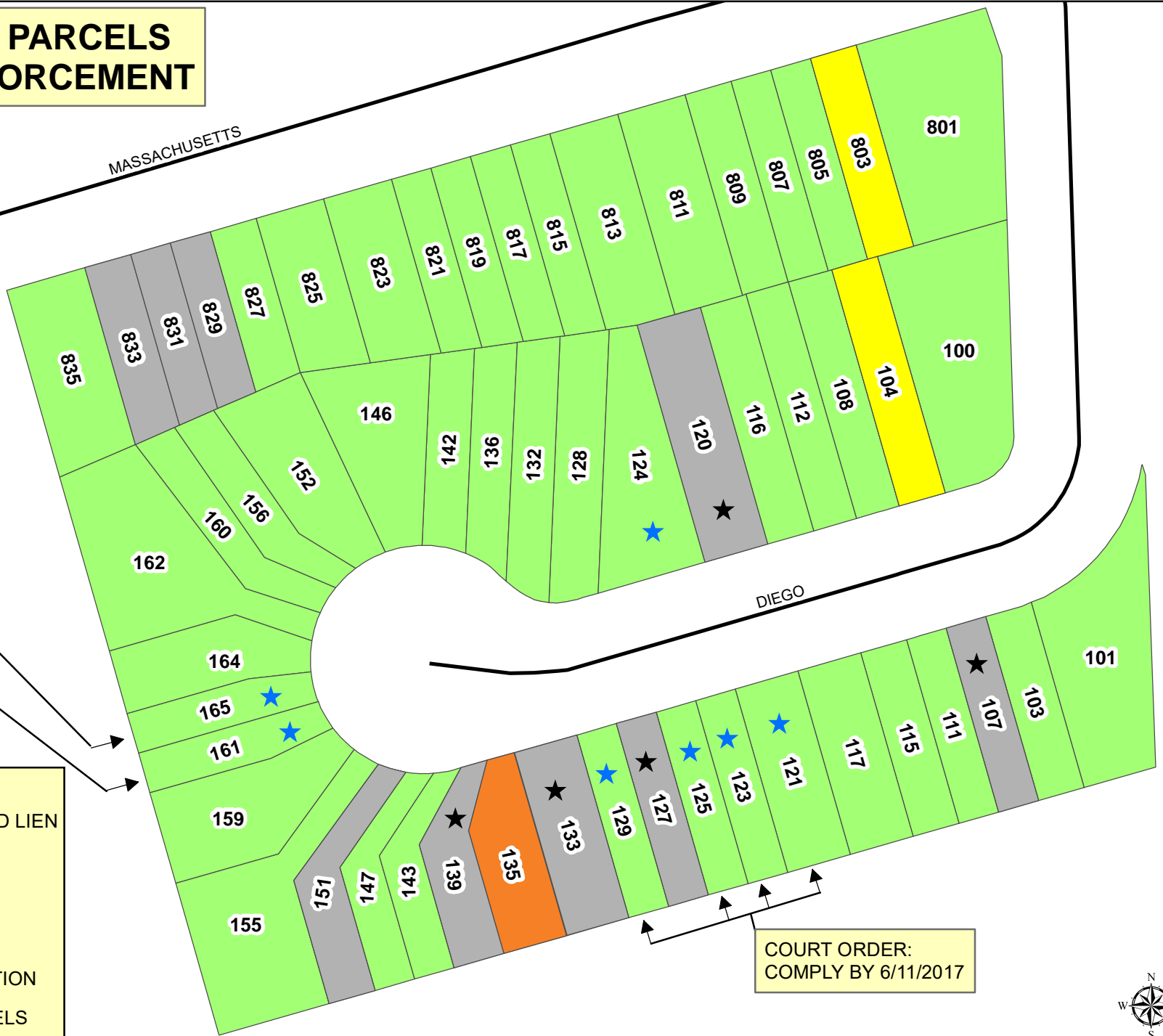
Erress Blvd Map June2017

Erress Blvd Property Listing June2017

Blighted Project Letter June2017

DIEGO CIRCLE PARCELS AND CODE ENFORCEMENT

MASSACHUSETTS



COURT ORDER:
COMPLY BY 5/26/2017

COURT ORDER:
COMPLY BY 5/02/2017

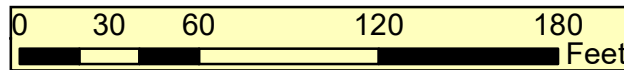
CODE ENFORCEMENT

- ★ COUNTY DEMOLISHED LIEN
- ★ DILAPIDATED
- ★ VACANT LOT
- ★ COUNTY OWNED
- ★ HOMESTEAD EXEMPTION
- ★ DIEGO CIRCLE PARCELS

COURT ORDER:
COMPLY BY 6/11/2017



"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."
8/24/2016



UPDATED: 5/30/17



DIEGO CIRCLE PARCELS

	Account	Reference	Name	Site Address	Hmstd	Bldgs	Last Sale	Last Sale Price	Acreage Est	2016 Assmt.
1	052200174	092S300550000037	CALVARY CHRISTIAN CENTER INC	161 DIEGO CIR		Improved	11/01/95	\$ 3,500.00	0.0364	\$ 8,752.00
2	052200188	092S300550000044	ESCAMBIA COUNTY	135 DIEGO CIR		Vacant	10/01/15	\$ 100.00	0.0547	\$ 2,000.00
3	052200194	092S300550000047	HOGAR COMMUNITY REINVESTMENT LLC	127 DIEGO CIR		Improved	12/24/14	\$ 100.00	0.0382	\$ 8,758.00
4	052200208	092S300550000054	HUFF JEROME	107 DIEGO CIR		Improved	02/01/07	\$ 100.00	0.0384	\$ 8,769.00
5	052200148	092S300550000024	HUFF JEROME	120 DIEGO CIR		Vacant	02/01/07	\$ 100.00	0.0782	\$ 9,981.00
6	052200142	092S300550000021	JANSSEN ALLEN L	108 DIEGO CIR		Improved	06/01/04	\$ 100.00	0.0536	\$ 8,623.00
7	052200144	092S300550000022	JANSSEN ALLEN L	112 DIEGO CIR		Improved	03/15/11	\$ 5,000.00	0.0531	\$ 8,623.00
8	052200154	092S300550000027	JANSSEN ALLEN L	132 DIEGO CIR		Improved	07/01/04	\$ 100.00	0.0536	\$ 8,741.00
9	052200162	092S300550000031	JANSSEN ALLEN L	152 DIEGO CIR		Improved	07/01/04	\$ 100.00	0.0723	\$ 9,502.00
10	052200164	092S300550000032	JANSSEN ALLEN L	156 DIEGO CIR		Improved	07/01/04	\$ 100.00	0.0425	\$ 8,857.00
11	052200166	092S300550000033	JANSSEN ALLEN L	160 DIEGO CIR		Improved	07/01/04	\$ 100.00	0.0432	\$ 8,857.00
12	052200170	092S300550000035	JANSSEN ALLEN L	164 DIEGO CIR		Improved	08/01/04	\$ 12,000.00	0.0564	\$ 12,400.00
13	052200156	092S300550000028	JANSSEN ALLEN L &	136 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0448	\$ 8,623.00
14	052200210	092S300550000055	JANSSEN ALLEN L & BRENDA	103 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0445	\$ 9,828.00
15	052200200	092S300550000050	JANSSEN ALLEN L & BRENDA	121 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0605	\$ 9,741.00
16	052200198	092S300550000049	JANSSEN ALLEN L & BRENDA	123 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0384	\$ 9,386.00
17	052200150	092S300550000025	JANSSEN ALLEN L & BRENDA	124 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0847	\$ 9,525.00
18	052200196	092S300550000048	JANSSEN ALLEN L & BRENDA	125 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0382	\$ 8,769.00
19	052200152	092S300550000026	JANSSEN ALLEN L & BRENDA	128 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0633	\$ 9,525.00
20	052200192	092S300550000046	JANSSEN ALLEN L & BRENDA	129 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0382	\$ 9,386.00
21	052200158	092S300550000029	JANSSEN ALLEN L & BRENDA	142 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0419	\$ 9,887.00
22	052200184	092S300550000042	JANSSEN ALLEN L & BRENDA	143 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0367	\$ 8,769.00
23	052200182	092S300550000041	JANSSEN ALLEN L & BRENDA	147 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0388	\$ 8,758.00
24	052200176	092S300550000038	JANSSEN ALLEN L & BRENDA	159 DIEGO CIR		Improved	06/01/97	\$ 75,000.00	0.0777	\$ 9,741.00
25	052200186	092S300550000043	JOYNER CONNIE	139 DIEGO CIR		Vacant	02/01/06	\$ 3,000.00	0.0439	\$ 2,000.00
26	052200146	092S300550000023	KREMPA DAVID C	116 DIEGO CIR		Improved	02/04/15	\$ 15,500.00	0.0571	\$ 8,829.00
27	052200140	092S300550000020	MCDONALD ROBERT &	104 DIEGO CIR	Y	Improved	11/08/11	\$ 100.00	0.0571	\$ 9,525.00
28	052200212	092S300550000056	MCMULLEN JANE P RAPER	101 DIEGO CIR		Improved	01/01/72	\$ 18,100.00	0.1099	\$ 9,741.00
29	052200138	092S300550000019	MITCHELL JOHN E & ROSIE P	100 DIEGO CIR		Improved	05/01/87	\$ 22,500.00	0.1225	\$ 9,525.00
30	052200202	092S300550000051	NCUBE MATOTENG	117 DIEGO CIR		Improved	06/01/04	\$ 12,000.00	0.0605	\$ 9,741.00
31	052200206	092S300550000053	NCUBE MATOTENG &	111 DIEGO CIR		Improved	08/01/02	\$ 10,000.00	0.0384	\$ 9,446.00
32	052200204	092S300550000052	NCUBE MATOTENG &	115 DIEGO CIR		Improved	08/01/02	\$ 10,000.00	0.0444	\$ 9,741.00
33	052200160	092S300550000030	NEWBOLD HARRY L	146 DIEGO CIR		Improved	02/01/90	\$ 13,600.00	0.0774	\$ 9,525.00
34	052200190	092S300550000045	ROBINSON TONY & JOHNNIE MAE	133 DIEGO CIR		Improved	05/01/96	\$ 6,000.00	0.0603	\$ 3,847.00
35	052200172	092S300550000036	SHACK DAVID T	165 DIEGO CIR		Improved	07/27/09	\$ 100.00	0.0360	\$ 9,077.00
36	052200180	092S300550000040	STOKES CLYDE	151 DIEGO CIR		Vacant	09/04/07	\$ 900.00	0.0475	\$ 2,000.00
37	052200178	092S300550000039	WALKER JACENTA L	155 DIEGO CIR		Improved	03/01/90	\$ 16,000.00	0.1058	\$ 9,741.00
38	052200168	092S300550000034	WALKER JAMES H EST OF	162 DIEGO CIR		Improved	11/17/08	\$ 100.00	0.1184	\$ 9,863.00

ERRESS BLVD PARCELS AND CODE ENFORCEMENT

DIEGO

4393

4383



4373

4363

4353



4343

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4307

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4187



4177

4167

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4147

Hearing 6/27/17: Structure Violations

Hearing 6/27/17:
Nuisance & Mandatory Trash Service

Hearing 6/27/17: Structure Violations

Hearing: 6/27/17
Nuisance & Mandatory Trash Service

Failed Court Order
Collecting Fines

CHEYENNE

RIO GRANDE

ERRESS

CODE ENFORCEMENT TYPE



DILAPIDATED CASE



NUISANCE CASE

ROADS

VACANT LOT

HOMESTEAD EXEMPTION

ERRESS BLVD PARCELS

0 50 100 200 300 Feet

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UPDATED 06/08/2017



ERRESS BLVD PROPERTIES (36 TOTAL PARCELS)

NON-EXEMPT

Account	Reference	Name	Site Address	Hmstd	Mailing Address	City	State	ZIP	Bldgs	Last Sale	Last Sale Price	2016 Assmt.	Acreage Est.	Sub/Cmplx
52631236	092S301000111008	ANDERSON NATHANIEL JR	4197 ERRESS BLVD	N	2011 North Q St	Pensacola	FL	32501	1	8/1/2002 0:00	\$ 10,000.00	\$ 14,971.00	0.1158	WESTERNMARK PB 7 P 81
DEMO	092S301000110008	ORTIZ ROSA	4203 ERRESS BLVD	N	13 HALSEY ST APT 3	BROOKLYN	NY	11216	0	1/31/2011 0:00	\$ 100.00	\$ 2,000.00	0.1097	WESTERNMARK PB 7 P 81
52631230	092S301000103008	BREWER SAVONNA	4205 ERRESS BLVD	N	5910 STRICKLAND PL	PENSACOLA	FL	32506	1	2/2/2016 0:00	\$ 100.00	\$ 12,523.00	0.0757	WESTERNMARK PB 7 P 81
52631227	092S301000102008	MCCULLERS HAYDEN	4215 ERRESS BLVD	N	3214 COBBLESTONE DR	PACE	FL	32571	1	5/4/2015 0:00	\$ 9,000.00	\$ 12,523.00	0.08	WESTERNMARK PB 7 P 81
52631218	092S301000091008	CRAWFORD KEITH	4235 ERRESS BLVD	N	2248 FAYETTE ST	KENNER	LA	70062	1	2/7/2013 0:00	\$ 100.00	\$ 14,971.00	0.1153	WESTERNMARK PB 7 P 81
52631215	092S301000090008	JONES RODNEY T	4243 ERRESS BLVD	N	3025 NORTH Q ST	PENSACOLA	FL	32505	1	5/10/2016 0:00	\$ 100.00	\$ 12,569.00	0.1152	WESTERNMARK PB 7 P 81
52631212	092S301000083008	KNIGHT WENDELL D	4245 ERRESS BLVD	N	400 N S STREET	PENSACOLA	FL	32505	1	7/3/2008 0:00	\$ 10,000.00	\$ 12,541.00	0.076	WESTERNMARK PB 7 P 81
52631209	092S301000082008	COPE JOANNA LYN	4253 ERRESS BLVD	N	3970 PIEDMONT RD	PENSACOLA	FL	32507-1753	1	2/10/2014 0:00	\$ 4,000.00	\$ 12,703.00	0.08	WESTERNMARK PB 7 P 81
52631206	092S301000081008	LAW ROBERT &	4255 ERRESS BLVD	N	904 WINTON AVE	PENSACOLA	FL	32507-1753	1	12/7/2010 0:00	\$ 100.00	\$ 12,925.00	0.0751	WESTERNMARK PB 7 P 81
52631200	092S301000072008	HOWARD DARRYL D & PRUDENCE Y	4265 ERRESS BLVD	N	1210 NASH LEE DR SW	LILBURN	GA	30047	1	6/1/2007 0:00	\$ 55,000.00	\$ 14,971.00	0.1151	WESTERNMARK PB 7 P 81
52631197	092S301000071008	PHAM TUNG T	4273 ERRESS BLVD	N	10706 CROSSCUT DR	PENSACOLA	FL	32506	1	12/1/2000 0:00	\$ 100.00	\$ 13,206.00	0.115	WESTERNMARK PB 7 P 81
52631194	092S301000070008	NCUBE ITUMELENG &	4275 ERRESS BLVD	N	851 VALLEY RIDGE DR	PENSACOLA	FL	32514	1	8/1/2002 0:00	\$ 10,000.00	\$ 12,523.00	0.0754	WESTERNMARK PB 7 P 81
52631185	092S301000060008	DREW BARRY K	4293 ERRESS BLVD	N	1057 MEADSON CIR	PENSACOLA	FL	32506	1	8/1/1995 0:00	\$ 10,800.00	\$ 13,036.00	0.0753	WESTERNMARK PB 7 P 81
52631182	092S301000052008	MORGUNOV ANTONINA	4295 ERRESS BLVD	N	4760 YACHT HARBOR DR	PENSACOLA	FL	32514	1	5/4/2009 0:00	\$ 100.00	\$ 14,971.00	0.1156	WESTERNMARK PB 7 P 81
52631179	092S301000051008	NICKSON TIMOTHY	4303 ERRESS BLVD	N	131 BERKLEY	PENSACOLA	FL	32503	1	6/1/2003 0:00	\$ 10,000.00	\$ 4,642.00	0.1156	WESTERNMARK PB 7 P 81
52631173	092S301000043008	PINKARD JACQUELINE R	4311 ERRESS BLVD	N	1583 HUNTERS CREEK DR	CANTONMENT	FL	32533	1	11/26/2007 0:00	\$ 100.00	\$ 12,523.00	0.0753	WESTERNMARK PB 7 P 81
52631170	092S301000042008	SAMUELS MARTHA L	4313 ERRESS BLVD	N	1806 N 8TH AVE	PENSACOLA	FL	32503	1	7/1/2004 0:00	\$ 18,500.00	\$ 12,523.00	0.0753	WESTERNMARK PB 7 P 81
52631167	092S301000041008	BOHANNON TAMMY	4323 ERRESS BLVD	N	228 LE STARBOARD DR	PENSACOLA BCH	FL	32561-2236	1	9/1/2004 0:00	\$ 39,000.00	\$ 12,653.00	0.0764	WESTERNMARK PB 7 P 81
52631161	092S301000032008	FOWLER MATTHEW	4343 ERRESS BLVD	N	5722 64TH AVE	RIVERDALE	MD	20737	1	6/7/2016 0:00	\$ 14,600.00	\$ 12,669.00	0.113	WESTERNMARK PB 7 P 81
52631155	092S301000030008	FUTORAN PHILIP L	4363 ERRESS BLVD	N	1956 FINTSHIRE CT	CINCINNATI	OH	45230	1	9/28/2016 0:00	\$ 7,500.00	\$ 12,523.00	0.0754	WESTERNMARK PB 7 P 81
52631146	092S301000020008	HOLLINGER VENITA THOMAS	4393 ERRESS BLVD	N	620 CESSNA ST	PENSACOLA	FL	32506	1	12/1/1998 0:00	\$ 5,000.00	\$ 14,971.00	0.1488	WESTERNMARK PB 7 P 81

52631224	092S301000101008	CALVARY CHRISTIAN CENTER INC	4225 ERRESS BLVD	N	939 MASSACHUSETTS AVE	PENSACOLA	FL	32505	1	12/1/1996 0:00	\$ 11,000.00	\$ 12,523.00	0.0756	WESTERNMARK PB 7 P 81
52631221	092S301000100008	CALVARY CHRISTIAN CENTER INC	4233 ERRESS BLVD	N	939 MASSACHUSETTS AVE	PENSACOLA	FL	32505	1	4/1/1993 0:00	\$ 10,100.00	\$ 13,036.00	0.0756	WESTERNMARK PB 7 P 81

52631203	092S301000080008	DEDOLPH CARLA	4263 ERRESS BLVD	N	825 BAYSHORE DR APT 12	PENSACOLA	FL	32507	1	5/1/2006 0:00	\$ 52,000.00	\$ 12,541.00	0.0755	WESTERNMARK PB 7 P 81
52631176	092S301000050008	DEDOLPH SEAN C	4307 ERRESS BLVD	N	913 GULF BREEZE PKWY #	GULF BREEZE	FL	32561	1	3/22/2012 0:00	\$ 100.00	\$ 12,541.00	0.0753	WESTERNMARK PB 7 P 81

52631242	092S301000120008	JOHNSON GREGORY	4177 ERRESS BLVD	N	5775 GRAYMONT LN	PENSACOLA	FL	32526	1	6/1/1990 0:00	\$ 22,500.00	\$ 13,036.00	0.0757	WESTERNMARK PB 7 P 81
52631152	092S301000022008	JOHNSON GREGORY	4373 ERRESS BLVD	N	5775 GRAYMONT LN	PENSACOLA	FL	32526	1	2/1/1991 0:00	\$ 16,000.00	\$ 12,653.00	0.0754	WESTERNMARK PB 7 P 81

52631188	092S301000061008	UVAH JOSAPHAT	4285 ERRESS BLVD	N	8863 BURNING TREE RD	PENSACOLA	FL	32514	1	7/3/2013 0:00	\$ 8,800.00	\$ 13,036.00	0.0754	WESTERNMARK PB 7 P 81
52631245	092S301000121008	UVAH JOSAPHAT A	4167 ERRESS BLVD	N	8863 BURNING TREE RD	PENSACOLA	FL	32514	1	2/28/2014 0:00	\$ 8,000.00	\$ 12,653.00	0.0757	WESTERNMARK PB 7 P 81
52631239	092S301000112008	UVAH JOSAPHAT A	4187 ERRESS BLVD	N	8863 BURNING TREE RD	PENSACOLA	FL	32514	1	2/25/2014 0:00	\$ 9,100.00	\$ 14,784.00	0.0757	WESTERNMARK PB 7 P 81

30 **\$ 341,800.00** **\$ 375,740.00**

HOMESTEAD PROPERTIES

PARCEL ID	PROPERTY OWNER	SITE ADDRESS	HMSTD	LAST SALE	LAST SALE PRICE	ACRE AGE	2016 ASSESSMENT	SUB/COMPLEX
52631191	WEATHERSPOON FREDDIE L	4283 ERRESS BLVD	Y	2/1/2000 0:00	\$ 7,000.00	0.0754	\$ 11,619.00	WESTERNMARK PB 7 P 81
52631251	RICH TASHALA F	4147 ERRESS BLVD	Y	6/1/2006 0:00	\$ 25,000.00	0.1123	\$ 12,569.00	WESTERNMARK PB 7 P 81
52631164	PARKER MARY E	4333 ERRESS BLVD	Y	1/1/2001 0:00	\$ 26,000.00	0.1119	\$ 12,569.00	WESTERNMARK PB 7 P 81
52631158	FUTORAN PHILIP L	4353 ERRESS RD	Y	7/15/2016	\$15,000	0.0753	\$12,523	WESTERNMARK PB 7 P 81
52631149	HILTON CASSANDRA	4383 ERRESS BLVD	Y	1/1/1992 0:00	\$ 16,600.00	0.0754	\$ 11,141.00	WESTERNMARK PB 7 P 81
52631248	BLACKMON ANGELA RENEE	4157 ERRESS BLVD	Y	3/1/1991 0:00	\$ 100.00	0.0757	\$ 11,247.00	WESTERNMARK PB 7 P 81

6 **\$ 89,700.00** **\$ 71,668.00**



Board of County Commissioners • Escambia County, Florida

Tonya Gant, Director,
Neighborhood & Human Services Department

Clara Long, Division Manager
Community Redevelopment Agency

DRAFT

June 7, 2017

Property Owner
Address
City, State, Zip

RE: Proposed Purchase and/or Accept Donation of Your Property Located on Erress Blvd and Diego Circle

Dear Property Owner:

Escambia County Community Redevelopment Agency (CRA) wishes to purchase or accept donated residential properties located within the Westernmark & Valencia Arms neighborhoods on Erress Boulevard and Diego Circle in efforts to alleviate blight and deter illegal activities. Please note that this letter does not constitute an offer or a contract; the results of our discussions will be reduced to a written Contract for Sale and Purchase and/or Agreement for Donation. Any Contract or Agreement will not be effective until approved by the Board of County Commissioners at a duly noticed public meeting.

If you are interested in selling and/or donating your property to the County CRA, please contact Glenn Griffith, Brownfields Coordinator, at 850-595-3538 at your earliest convenience so that we may discuss the price and terms. If you are not interested in selling or donating, please relay that information as well. We look forward to hearing from you soon.

Sincerely,

Clara Long, FRA-RP, Division Manager
Community Redevelopment Agency



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12363

County Administrator's Report 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following June 22, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
Caroline D. Kirk	401 South First Street	\$4,151
Tonja L. Holland	923 Fremont Avenue	\$1,050
David and Carol Richtmyre	403 Cary Memorial Drive	\$6,000

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCx Kirk June2017

LienCx Holland June2017

LienCx Richtmyre June2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$4,151** executed by **Caroline D. Kirk**, and recorded in Official Record Book **7538** at pages **124-125**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: Kolman
Date: 3/22/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

3/17/2016 CAL H-4 A(7)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

**Applicant Name
Caroline D. Kirk**

**Address of Property
401 South First Street
Pensacola, FL 32507**

**Property Reference No.
51-2S-30-7062-019-035**

Total Amount of Lien

\$4,151

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *[Signature]*
Date: *3/17/2016*

For Recipient:

Caroline D. Kirk
Caroline D. Kirk, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of February, 2016 by Caroline D. Kirk, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



[Signature]
Deputy Clerk

Date Executed: 3/17/2016

BCC Approved: 03-17-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 3/29/16



Warrington District
401 South First Street
Install new windows
Project Total \$8,302
Grant Total \$4,151



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,050 executed by Tonja L. Holland, and recorded in Official Record Book 7531 at pages 205-206, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: Kelvin ACA
Date: 3/22/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

**Escambia County
Clerk's Original**

1/21/2016 CAR II-4 A(5)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

**Applicant Name(s)
Tonja L. Holland**

**Address of Property
923 Fremont Avenue
Pensacola, FL 32505**

**Property Reference No.
46-1S-30-1100-012-006**

Total Amount of Lien

\$1,050

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

**Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016039658 05/27/2016 at 11:21 AM
OFF REC BK: 7531 PG: 205 - 206 Doc Type: L
RECORDING: \$18.50**

Handwritten: Date: 1/27/2016 Verified By: J. Carver

For Recipient:

[Signature]
Tonja L. Holland, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of December, 2015 by Tonja L. Holland, Property Owner. She is personally known to me or has produced FLDL 67-0 as identification.


(Notary Seal) ZAKKIYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public
Zakkyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



[Signature]
Deputy Clerk

Date Executed: 11/21/2016

BCC Approved: 01-21-2016

This instrument prepared by:
Zakkyyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 12/28/15



Before

Palafox District
923 Fremont Avenue

Replace roof

Project Total \$2,100

Grant Total \$1,050



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$6,000** executed by **David and Carol Richtmyre**, and recorded in Official Record Book **7531** at pages **203-204**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 5/22/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

5/5/2016 CAR P-8

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
David and Carol Richtmyre

Address of Property
403 Cary Memorial Drive
Pensacola, FL 32505

Property Reference No.
46-1S-30-2001-230-026

Total Amount of Lien

\$6,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016039657 05/27/2016 at 11:21 AM
OFF REC BK: 7531 PG: 203 - 204 Doc Type: L
RECORDING: \$18.50

Verified By: *[Signature]*
Date: *5/10/2016*

For Recipient(s):

David Richtmyre
David Richtmyre, Property Owner

Carol Richtmyre
Carol Richtmyre, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

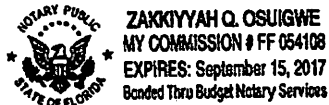
The foregoing instrument was acknowledged before me this 21st day of March, 2016 by David Richtmyre, Property Owner. He () is personally known to me or (X) has produced FLDL-107-D as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Carol Richtmyre, Property Owner. She () is personally known to me or (X) has produced FLDL-106-D as identification.

Zakkiyyah O. Osuigwe
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: *Grover C. Robinson*
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



Lizette Carew
Deputy Clerk

Date Executed: 5/6/2016

BCC Approved: 05-05-2016

Approved as to form and legal sufficiency.

By/Title: *Zakkiyyah O. Osuigwe*
Date: 5/16/16

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Palafox District

403 Cary Memorial Drive

**Install central heating & Air
conditioning and Install new
windows**

Project Total \$14,003

Grant Total \$6,000



Before



After



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12364

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following June 22, 2017, 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 five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Margaret A. Cushing, owner of residential property located at 108 Second Street, Warrington Redevelopment District, each in the amount of \$3,490, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof;
2. The Agreements between Escambia County CRA and Connie Rossvanes, owner of residential property located at 811 Gordon Avenue, Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;
3. The Agreements between Escambia County CRA and James E. and Socorro L. Scarborough, owner of residential property located at 104 Milton Road, Barrancas Redevelopment District, each in the amount of \$3,180, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;
4. The Agreements between Escambia County CRA and Wendy E. Suermann, owner of residential property located at 215 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the

Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

5. The Agreements between Escambia County CRA and K2 R E Investments, LLC, owner of residential property located at 3981 West Gadsden Street, Brownsville Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to install central heating and air conditioning system, electrical rewiring, and install new roof; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Margaret A. Cushing, Warrington TIF, Cost Center 370114, in the amount of \$3,490
2. Connie Rossvanes, Warrington TIF, Cost Center 370114, in the amount of \$6,000
3. James E. and Socorro L. Scarborough, Barrancas TIF, Cost Center 370116, in the amount of \$3,180
4. Wendy E. Suermann, Warrington TIF, Cost Center 370114, in the amount of \$6,000
5. DK2 R E Investments, LLC, Brownsville TIF, Cost Center 370113, in the amount of \$6,000`

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement Cushing June2017

Agreement Rossvanes June2017

Agreement Scarborough June2017

Agreement Suermann June2017

Agreement DK2 R E Investments, LLC

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22nd day of June 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Margaret A. Cushing, (the "Recipient"), owner of residential property located at 108 Second Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$3,490**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,490**, which shall be comprised of a cash contribution of **\$3,490**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22nd day of June 2017**, and the Project shall be complete on or before the **22nd day of September 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Margaret A. Cushing
108 Second Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

(SEAL)

BCC Approved: _____

For Recipient:

Margaret A. Cushing
Margaret A. Cushing, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of May, 2017 by Margaret A. Cushing, Property Owner. She () is personally known to me or () has produced FL Drivers License as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Johnal Aca
Date: 5/5/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Margaret A. Cushing

Property Address: 108 Second Street, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replace roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name <u>Margaret A. Cushing</u>	Address of Property <u>108 Second Street</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>51-2S-30-7061-011-025</u>
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Total Amount of Lien **\$3,490**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Margaret A. Cushing
Margaret A. Cushing, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of May, 2017 by Margaret A. Cushing, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/5/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replace roof

108 Second Street – Margaret A. Cushing

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22nd day of June 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Connie Rossvanes, (the "Recipient"), owner of residential property located at 811 Gordon Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$6,000, which shall be comprised of a cash contribution of \$6,000.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22nd day of June 2017, and the Project shall be complete on or before the 22nd day of September 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Connie Rossvanes
811 Gordon Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:




Connie Rossvanes, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of May, 2017 by Connie Rossvanes, Property Owner. She () is personally known to me or () has produced AL Drivers Lic as identification.





Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Kathleen ACF
Date: 5/8/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Connie Rossvanes**

Property Address: **811 Gordon Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Electrical rewiring and Install central heating and air conditioning system.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Connie Rossvanes

Address of Property
811 Gordon Avenue
Pensacola, FL 32507

Property Reference No.
35-2S-31-1000-018-113

Total Amount of Lien

\$6,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Connie Rossvanes, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of May, 2017 by Connie Rossvanes, Property Owner. She () is personally known to me or () has produced Az Dunes LLC as identification.

Maxwell Rogers
Signature of Notary Public

maxwell rogers
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: J. Deval, PCA
Date: 5/8/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Electrical rewiring and Install central heating and air conditioning system

811 Gordon Avenue – Connie Rossvanes

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22nd day of June 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and James E. and Socorro L. Scarborough (the "Recipient"), owner of residential property located at 104 Milton Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,180**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,180**, which shall be comprised of a cash contribution of **\$3,180**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22nd day of June 2017, and the Project shall be complete on or before the 22nd day of September 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

James E. and Socorro L.
Scarborough
104 Milton Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

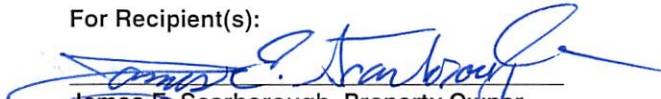
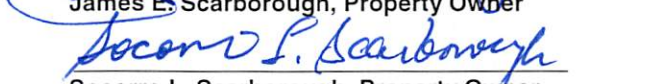
Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)


For Recipient(s):


James E. Scarborough, Property Owner

Socorro L. Scarborough, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of May, 2017 by James E. Scarborough, Property Owner. He () is personally known to me or () has produced MIC ID EXP as identification.

The foregoing instrument was acknowledged before me this 18th day of May, 2017 by Socorro L. Scarborough, Property Owner. She () is personally known to me or () has produced FLDL EXP as identification.
6-27-21


Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public

(Notary Seal)



Approved as to form and legal sufficiency.

By/Title: Kellie Aca
Date: 5/16/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **James E. and Socorro L. Scarborough**
Property Address: **104 Milton Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>James E. and Socorro L. Scarborough</u>	Address of Property <u>104 Milton Road Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5012-023-027</u>
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Total Amount of Lien **\$3,180**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

[Signature]
James E. Scarborough, Property Owner
[Signature]
Socorro L. Scarborough, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of May, 2017 by James E. Scarborough, Property Owner. He () is personally known to me or () has produced M21L ID as identification. EXP. DATE INDEC

The foregoing instrument was acknowledged before me this 18th day of May, 2017 by Socorro L. Scarborough, Property Owner. She () is personally known to me or () has produced FL DL EXP. as identification. 8-27-21

[Signature]
Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/16/17

BEFORE



Replace roof

**104 Milton Road-James E. and Socorro L.
Scarborough**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22nd day of June 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Wendy E. Suermann, (the "Recipient"), owner of residential property located at 215 Northwest Gilliland Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22nd day of June 2017**, and the Project shall be complete on or before the **22nd day of September 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Wendy E. Suermann
215 Northwest Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

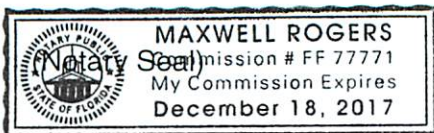
For Recipient:




Wendy E. Suermann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of May, 2017 by Wendy E. Suermann, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.





Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Kelual Aca
Date: 5/16/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Wendy E. Suermann**

Property Address: **215 Northwest Gilliland Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new windows.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Wendy E. Suermann

Address of Property
215 Northwest Gilliland Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-066-004

Total Amount of Lien

\$6,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Wendy E. Suermann
Wendy E. Suermann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of May, 2017 by Wendy E. Suermann, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kelvin A. A. A.
Date: 5/16/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Install new windows

215 Northwest Gilliland Road – Wendy E. Suermann

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22nd day of June 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and DK2 R E Investments, LLC (the "Recipient"), owner of residential property located at 3981 West Gadsden Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22nd** day of **June 2017**, and the Project shall be complete on or before the **22nd** day of **September 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

DK2 R E Investments, LLC
3981 West Gadsden Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s): **DK2 R-E Investments, LLC**



Karen A. Cann, Authorized Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of May, 2017 by Karen A. Cann, Authorized Member. She is personally known to me or has produced FLDL Exp. 5-126 as identification.

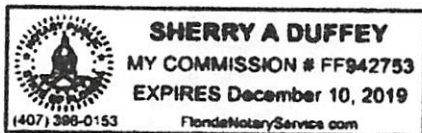


Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public



Approved as to form and legal sufficiency..

By/Title: Kathleen Acker
Date: 5/24/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **DK2 R E Investments, LLC**

Property Address: **3981 West Gadsden Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Replace roof, Electrical rewiring and Install central heating and air conditioning system

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>DK2 R E Investments, LLC</u>	Address of Property <u>3981 West Gadsden Street</u> <u>Pensacola, FL 32505</u>	Property Reference No. <u>34-2S-30-0870-110-001</u>
---	--	---

Total Amount of Lien **\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s): DK2 R-E Investments, LLC

[Signature]
Karen A. Cann, Authorized Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of May, 2017 by Karen A. Cann, Authorized Member. She () is personally known to me or () has produced FLDL Exp as identification.
5-1-24

[Signature]
Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature] ACA
Date: 5/24/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



**Install central heating and air conditioning system, Electrical rewiring and Replace roof-
3981 West Gadsden Street-DK2 R E
Investments, LLC**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12339

County Administrator's Report 13. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Resolution Authorizing the Sale of Transitional Housing Units at 3665 and 3675 Milford Street to Eligible Homebuyers

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Authorizing the Sale of Transitional Housing Units at 3665 and 3675 Milford Street to Eligible Homebuyers - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Resolution authorizing the sale of Loaves and Fishes Soup Kitchen, Inc., transitional housing units at 3665 and 3675 Milford Street to lower income families who meet the State Housing Initiatives Partnership (SHIP) or U.S. Department of Housing and Urban Development (HUD) homebuyer eligibility requirements:

A. Adopt a Resolution authorizing Loaves and Fishes Soup Kitchen, Inc. to sell two single family transitional housing units located at 3665 Milford Street (Property Reference #372S311203000023) and 3675 Milford Street (Property Reference #372S311203000022) to documented SHIP or HUD eligible homebuyers at prices not to exceed \$85,000 per property (excluding closing costs);

B. Authorize the Chairman or Vice Chairman to execute the Resolution, and related documents as may be required, to complete the sale of the properties to eligible families; and

C. Authorize the Office of the Clerk of the Circuit Court to record the Resolution in the Official Records of Escambia County.

BACKGROUND:

Loaves and Fishes is a local provider of emergency and transitional housing for approximately 249 homeless families each year. Loaves and Fishes maintains a number of single family homes in the Escambia/Santa Rosa area for family long-term transitional housing. In 2006, Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes) entered into a SHIP agreement (Exhibit I) with the County to develop single family

housing to be used as transitional housing for the homeless. Loaves and Fishes constructed the homes at 3665 and 3675 Milford Street which have been occupied by homeless or formerly homeless families with children in need of transitional housing who are case managed by the agency. A complimenting goal of the transitional housing program is to provide opportunities for homeownership for formerly homeless and low income families, who have re-established their ability to live independently.

Deed restrictions (Exhibit II) were been placed on these properties to enforce and implement the SHIP agreement for occupancy, rent and unit condition. The properties were last monitored by the Neighborhood Enterprise Division (NED) in January 2017. The deed restrictions were to carry with the properties through December 14, 2021 and restricts the use of the housing units to the provision of transitional housing for homeless families under case management by Loaves and Fishes; or it provides that if Loaves and Fishes ceases to utilize the homes for this specified purpose, the homes shall be sold by Loaves and Fishes to families with incomes below 80% of the Pensacola area median income as defined by HUD. Due to loss of funding support from HUD for transitional housing programs, Loaves and Fishes has requested to be able to sell these two properties per the terms of the SHIP agreement and deed restrictions (Exhibit III). The deed restrictions require approval of a Board Resolution authorizing Loaves and Fishes to sell these homes to income eligible homebuyers at a stipulated maximum price. The Resolution (Exhibit IV) contained in this recommendation provides the necessary authorization.

BUDGETARY IMPACT:

Not applicable to this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution attached has been reviewed and approved by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

The sale of the transitional housing units to income eligible homebuyers is allowed under the deed restrictions but must be authorized by Board Resolution.

IMPLEMENTATION/COORDINATION:

The Resolution and documentation of sales compliance to income eligible buyers will be managed by NED, in conjunction with Loaves and Fishes. Verification of the income eligibility of the homebuyers will be performed by NED in coordination with Loaves and Fishes.

Loaves and Fishes is aware of this recommendation and its scheduled consideration by the Board. This project involves coordination between NED, Loaves and Fishes, and the homebuyers.

Attachments

EX I - SHIP 2006 Agreement

EX II - Milford Deed Restriction

EX III - L&F Request to sell Milford

EX IV - Resolution

4/20/06/CARII-2

2006-000563 BCC

Apr. 20, 2006 Page 37

TRANSITIONAL HOUSING DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of April, 2006, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County"; and **LOAVES AND FISHES SOUP KITCHEN, INC.**, a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-2494440), hereinafter referred to as "Agency"; for the sole purpose of providing Escambia/Pensacola State Housing Initiatives Partnership (hereinafter "SHIP") funds to support development of scattered site transitional housing facilities, as defined elsewhere in this Agreement, which shall be continually used by the Agency in addressing long-term transitional housing needs of homeless families with children in Escambia County.

WITNESSETH:

WHEREAS, the County has historically provided limited financial support for improvements that provide significant public benefit for special needs populations and that meet identified community needs; and,

WHEREAS, the need for transitional housing for homeless families with children in Escambia County is identified and documented in the Escambia Consortium Homeless Continuum of Care Plan; and,

WHEREAS, the Agency is a non-profit, human service organization established for the distinct purpose of development and delivery of services addressing the needs of the homeless; and,

WHEREAS, the County receives State Housing Initiatives Partnership ("SHIP") from the State of Florida, Florida Housing Finance Corporation ("FHFC") for use in furtherance of its public purpose; and,

WHEREAS, a portion of said grant funding is prioritized and approved for the express purpose of assisting with development of facilities targeting special needs populations, including the homeless; and,

WHEREAS, the facilities to be developed will be utilized by the Agency to serve homeless families with children in accordance with provisions of Florida Administrative Code Rule 67-37; and,

WHEREAS, the Agency possesses the financial and managerial ability to provide for the continuing staffing, operation and maintenance of the facilities upon completion of the development process.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good valuable consideration, the parties agree as follows:

Date: 4/21/2006 Verified By: KClark

**ARTICLE I
Supervision**

1. The Agency agrees to perform required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
Fax: (850) 458-0464

1.2 Contract Coordinator for Agency: Mr. Rick Humphreys, Executive Director
Loaves and Fishes Soup Kitchen, Inc.
257 East Lee Street
P.O. Box 1303
Pensacola, Florida 32596
Phone: (850) 438-7616
Fax: (850) 434-9388

**ARTICLE II
Funding**

2. The County agrees to provide SHIP funds in an aggregate amount not to exceed \$255,000.00 payable solely from SHIP funds made available to the County through SHIP Program Grants as provided by FHFC.

2.1 Parties hereto agree that SHIP funds shall be paid by the County for development of facilities, as defined herein, for use by the Agency, however, no SHIP or other County funds shall be paid directly to the Agency as a result of this Agreement.

**ARTICLE III
County Responsibilities**

3. As the legal recipient of the SHIP funds referenced in Article II above, the County shall have final authority regarding the allowability of expenditures associated with such funds. Should the County find or declare any SHIP expenditure unallowable based upon governing SHIP Regulations at Chapter 420, Florida Statutes; Florida Housing Finance Corporation (FHFC) Administrative Rule 67-37; or regulatory policies related thereto, the County retains the right to refuse payment of SHIP funds pending receipt of determination of allowability from FHFC.

3.1 County ("NEFI") shall maintain continuous involvement throughout the facility development process including: project planning; scheduling; general oversight; facility/unit design; bid authorization and bidding procedures, construction contract review, award and final approval; ensuring complete compliance with Federal contract requirements, processing any and all payments associated with the County SHIP participation in the project, and monitoring Federal construction contract compliance matters related to the construction of the subject single family housing units provided in this agreement. The County's total investment in the project shall not exceed **\$255,000**, or the actual development construction cost required to construct a minimum of **three (3)** single family homes, whichever is less. Said single family homes will be developed with support of the County SHIP Program on property owned by the Agency, and provided, through tenets of this Agreement, solely for the Agency's use in delivering transitional housing services for homeless families as described in Article IV Section 4.3 of this Agreement. The single family units shall be constructed to meet the needs of Agency within the **\$255,000** funding limitation posed herein, unless the Agency elects to provide additional funding from its resources to address all costs in excess of this amount. By execution of this Agreement, Agency agrees to the utilization of the property and housing units in accordance with the terms and conditions stipulated herein.

3.2 The Agency and NEFI, shall make every effort to complete development of the **three (3)** single family homes within a maximum of one hundred twenty (120) days of the date of this Agreement, and the Agency shall take the actions required to make the facility available for occupancy by homeless families with children within thirty (30) days thereafter. However, under no circumstances shall County or NEFI incur any liability whether legal, financial or otherwise, if the process exceeds the one hundred twenty (120) days or if the project is terminated by action of the County or Agency.

3.3 All SHIP Grant compliance matters shall be under the control of the County ("NEFI") and all project related SHIP Grant payments shall be made by the responsible fiscal officers of the County in consultation with NEFI and the Agency. However, the County shall retain final authority over the approval or denial of SHIP Grant related payments. The construction bidding process required to develop the transitional housing units shall require competitive bidding which shall be administered by the Agency under the supervision of NEFI and shall conform to all contract requirements associated with the use of SHIP funds as provided for in Administrative Rule 67-37. If required, the Agency shall, from its own non-SHIP financial resources, be totally responsible for selection of and payment for professional services required for facility design and development of technical specifications.

3.4 The County (NEFI) and Agency shall adhere to all applicable Federal, State and local regulations during the completion and implementation of the project.

ARTICLE IV **Agency Responsibilities**

4. The Agency agrees to fully cooperate and assist the County (NEFI) in a manner prescribed by the County (NEFI), in developing the transitional housing units on property owned by the Agency, throughout the design, bidding and construction process and shall

ensure that the transitional housing units meet the needs of the Agency for the intended use specified in Article IV Section 4.3 of this Agreement. The Agency shall, prior to securing bids, provide written documentation to the County (NEFI) certifying that the transitional housing units as designed are suitable for the needs of the Agency.

4.1 The Agency's designated Contract Coordinator shall serve as liaison to County (NEFI) for purposes of implementation of this project and such representative shall continually coordinate with the County's designated Contract Managers to assure positive culmination of the project.

4.2 The Agency's Contract Coordinator or representative(s) shall participate in routine meetings, telephone conferences, and project reviews; and shall bring any project related concerns to the attention of the County Contract Managers in the most prudent manner possible. Within thirty (30) days after the approval of this Agreement the Agency shall provide clear documentation, to the satisfaction of County (NEFI), of the availability of Agency resources and financial support as necessary to ensure that the continuing operational costs for the transitional housing units will be available to the Agency upon project completion, and without further project specific funding from the County.

4.3 Following the development of the **three (3)** transitional housing units on agency owned property, the SHIP assisted transitional housing units shall be continuously utilized by the Agency expressly and solely for the provision of transitional housing for homeless families with children. For purposes of this agreement, the term "transitional housing" shall refer to a term of continuous occupancy by a SHIP eligible homeless family that does not exceed a maximum of twenty four (24) months. An eligible family is defined as a homeless or former homeless family with children under case management of the Agency and having a gross family income less than eighty percent (80%) of the Pensacola area median income adjusted for family size. Said families must be concurrently receiving case management and supportive services from the Agency to assist their return to independent living in the community. Such services shall minimally include: family and individual counseling; job orientation/job search; job readiness /job skills training; alcohol/drug abuse counseling and treatment, where warranted; parenting skills development; access to GED, vocational or similar educational opportunities; credit and consumer counseling; and other services as may be warranted based upon the individual needs of each family. Transitional housing and all related services provided to eligible families by the Agency utilizing the units developed hereunder shall be continually made available in a non-discriminatory manner to all persons. The transitional housing units to be developed through SHIP Grant and Agency resources on the property owned by the Agency shall at all times be used exclusively by the Agency for this stipulated purpose. This requirement shall be legally confirmed by recording a property use deed restriction in the official property records of Escambia County limiting the use of the facility to the purposes specified in this Agreement. Said deed restriction shall be in conformance with the document provided in **EXHIBIT 1** of this Agreement, and shall be recorded prior to initiating construction of the transitional housing units financed through this Agreement. Failure of the Agency to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement,

whereupon, the Agency shall repay the SHIP funds to the County in amounts equal to the contribution provided hereunder; or the Agency shall obtain written County approval of an acceptable alternate use of the subject units. In this regard, for the duration of this Agreement, the County retain the exclusive right to review and approve alternate uses of the transitional housing units in accordance with the SHIP Program eligibility requirements as specified in FHFC Administrative Rule 67-37, and subsequent amendments thereto.

4.4 Subsequent to completion of the construction of the **three (3)** single family housing units, the SHIP assisted facility shall be owned and occupied by the Agency for utilization as detailed in Article IV Section 4.3 of this Agreement and in accordance with the general terms and conditions cited throughout this Agreement. Immediately upon completion of the construction of the facility all responsibility and liability for the ongoing day-to-day oversight, staffing, operational funding, maintenance, repair, regulatory compliance, insurance and any related obligation or requirement associated with the SHIP Grant assisted facility shall vest with the Agency. Execution of this agreement indicates the Agency's concurrence with the restrictions imposed herein.

4.5 The Agency shall initiate utilization of the transitional housing units for meeting the needs of homeless families with children not more than thirty (30) days after completion of the construction process, as documented by the issuance of a certificate of occupancy by the cognizant building official of the City of Pensacola or Escambia County, as appropriate. Such action shall include the provision of funds, licenses, insurance, certifications, staffing and approvals by the Agency as required to assure the delivery of services on a continuous basis for the purposes of serving SHIP eligible families as described in this Agreement.

4.6 The Agency is currently a chartered Florida non-profit corporation organized in accordance with Chapter 617 of the Florida Statutes. Further, Agency is recognized as a 501(c)(3) non-profit corporation by the United States Internal Revenue Service. The Agency shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of Florida incorporation and IRS 501(C)(3) designation is included in **EXHIBIT II** of this Agreement. If at any time during the term of this agreement the Agency's non-profit status is terminated, withdrawn, threatened or altered in any manner, the Agency shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this agreement, and subject said agreement to cancellation in accordance with provisions of Article VIII Section 8.1 of this Agreement.

ARTICLE V

Data Collection and Reporting

5. The Agency shall maintain accurate and timely records detailing the occupancy status of the transitional housing units at all times, including characteristics, family income, occupancy status, etc. as directed by the County ("NEFI"), and detailed in **EXHIBIT III** of this Agreement. Reporting requirements may be revised from time to time to meet data needs of the County ("NEFI").

5.1 Agency shall cooperate with NEFI in assuring that SHIP income compliance requirements are met by each family prior to occupancy of the SHIP assisted transitional

each family shall be provided, in writing, to NEFI prior to the occupancy of the subject units by the family. NEFI shall provide required income certification forms and training to Agency staff on a routine basis to ensure continuing compliance with SHIP eligibility restrictions.

ARTICLE VI
Continuing Facility Use and Reversion

6. Upon completion of the construction of the transitional housing units, as evidenced by a Certificate of Occupancy issued by the cognizant Building Official of the County or City of Pensacola, as appropriate, said facility shall be continuously utilized by the Agency solely for the provision of transitional housing for homeless families with children as governed by SHIP Program regulations. Said use of the SHIP Grant assisted facility shall be in accordance with provisions, terms and limitations of this Agreement. No alternate uses are implied or authorized by this Agreement. Therefore, should the Grant assisted facility cease to be used for the authorized purpose for any consecutive period exceeding sixty (60) calendar days, the Agency shall immediately notify the County of such action.

6.1 In the event the Agency ceases to use the transitional housing units for the original or an approved alternate purpose, in accordance with the property use deed restriction the Agency shall repay to the City and County all SHIP funds provided in support of the development of the transitional housing units; or the Agency shall obtain written County approval of an acceptable alternate use of the units. The County shall have the final approval authority regarding alternative uses for the transitional housing units in accordance with SHIP Administrative Rule 67-37 for the duration of this Agreement.

6.2 The Agency shall possess and control the transitional housing units only for the stated purpose and shall not encumber, mortgage, pledge, or otherwise endanger the Grant assisted facility provided herein without the prior express consent of the County. Said terms and conditions shall remain in effect for the full duration of this Agreement.

ARTICLE VII
Secular Use

7. Agency is an incorporated, non-profit corporation organized under the laws of the State of Florida with Internal Revenue Service ("IRS") 501(c)(3) status. The Agency functions primarily as a community and social service organization with specific emphasis upon assisting the homeless. Such purpose is stipulated in the organization's Articles of Incorporation and Corporate Charter as filed with the State of Florida Office of the Secretary of State as incorporated into **EXHIBIT II** of this Agreement. Agency shall not operate as a church, primarily religious organization, or other religious entity in carrying out the services envisioned in this Agreement.

ARTICLE VIII
Term of Agreement

8. This Agreement shall commence on the 20th day of April, 2006, and terminate exactly fifteen (15) years later, except for provisions included in Articles IV, V, VIII, IX and X

of this Agreement which shall continue indefinitely, or unless terminated earlier per Section 6.1.

8.1 If Agency should fail to perform its duties as defined herein with respect to the SHIP Grant assisted facility, or should SHIP Grant funds cease to be available to the County, the County may without legal or financial liability, or recourse to Agency, terminate this agreement by providing written fifteen (15) day notification to the Agency. In the event the termination is for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to Agency, and such payments shall be made only to the extent that SHIP Grant funds are made available to the County for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the County shall afford the Agency the opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all Grant payments pending successful resolution of the deficiency by the Agency, and/or seek other remedies as provided in this Agreement or provisions of law.

ARTICLE IX

Records

9. The County (NEFI) and Agency agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation.

9.1 The County, Agency, and NEFI project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of five (5) years following initial use of the transitional housing units by the Agency, unless such records are the subject of litigation or audit, whereupon, such records shall be maintained indefinitely pending completion of said litigation or audit. Access to such records will be provided to the County (NEFI), Florida Housing Finance Corporation (FHFC), U. S. Department of Housing and Urban Development (HUD), and/or other duly authorized parties upon request.

9.2 Agency, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Agency. One (1) complete original of each annual audit shall be provided to the Office of the Clerk of the Circuit Court/Finance Division by the Agency for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Agency, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Office of the Clerk of the Circuit Court/Finance Division.

ARTICLE X

Civil Rights and Anti-Discrimination

10. The Agency accepts the terms of this Agreement, the SHIP Grant, and all related provisions included in this agreement, as the same may be amended.

10.1 All parties agree to provide Equal Employment Opportunity to all individuals regardless of sex, race, color, handicap, familial status, disability, religion, or national origin. The Agency and County shall not discriminate against any employee or applicant, because of race, religion, color, sex, national origin, disability, or familial status. The Agency and County shall take affirmative action to ensure that applicants are employed, and that employees treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.

10.2 The Agency shall provide written reports at least monthly to the County Contract Mangers, in a form and manner generally prescribed in **EXHIBIT III** of this Agreement, stipulating number of persons served, estimated racial composition of clients served, and the type of service provided through the facility, and such other and additional information as the County (NEFI) may reasonably require. Such reports shall be provided to the Contract Mangers at least quarterly for the duration of this Agreement, unless written authorization to dispense with said reporting is provided to the Agency by the County Contract Managers.

10.3 All services and facilities associated with this project shall be made available by the Agency in a non-discriminatory manner. Services and access to the facility shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. Further, the facility will be operated in strict accordance with provisions of the Americans with Disabilities Act (ADA), and shall be fully accessible to handicapped individuals during hours of operation. The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

ARTICLE XI

Insurance and Indemnification Requirements

11. The Agency shall act as independent contractor and not as employees of the County; or its designated agent, NEFI; in providing the aforementioned services. The Agency shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, agents, and representatives from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement, provided any such claim, suit, action damage, liability or expense is caused in whole or in part by an act or omission of the Agency, or the contractors, subcontractors, representatives, licensees, invitees, agents or employees of the Agency, or employees of any of the aforementioned individuals or entities. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

11.1 As owner of the transitional housing units, Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Agency in managing and implementing the activities described herein with combined single limits of **\$1,000,000**, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Agency shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of **\$500,000**, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Agency.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

11.2 Builders Risk Insurance Coverage. The Agency and County (NEFI) shall ensure that the Contractor completing work on the site shall carry builder's risk insurance for the duration of the construction process in an amount adequate to cover the full value of the facility

including improvements made by the Contractor. The County shall be listed as loss payee by endorsement on the policy and the Certificate of Insurance and shall have the power to adjust and settle any loss.

11.3 The Agency required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary as related to all provisions of the agreement.

11.4 The Agency agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

11.5 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Agency agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE XII Nepotism

12. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XIII SHIP Grant Program Income

13. SHIP funds provided hereunder shall be in the form of a grant to the Agency as directly administered by the County (NEFI) and no program income will result from the project. Any rental or related income generated by the occupancy of the transitional housing units shall be used by the Agency to support operational costs of the transitional housing program.

**ARTICLE XIV
Uniform Requirements**

14. Agency will comply with all applicable provisions of the requirements associated with the expenditure of SHIP Grant funds as denoted in Administrative Rule 67-37. In executing this Agreement and the certification provided in **EXHIBIT IV** of this Agreement, Agency certifies that it shall cooperate in all actions required to fully comply with said provisions of law.

**ARTICLE XIV
General Provisions**

15. The Agency agrees that the contents of **EXHIBITS I, II, III and IV** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

15.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

15.2 To permit and facilitate such audits and reviews as may be required by FHFC, the Escambia County Clerk of the Circuit Court/Finance Division, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

15.3 To produce all documents upon request by the County, FHFC, or the authorized representatives of each;

15.4 Loaves and Fishes Soup Kitchen, Inc. functions primarily as a community and social service organization with specific emphasis upon assisting the homeless in this community, and the Agency resolves to maintain such function for the duration of this Agreement.

**ARTICLE XVI
Understanding of Terms**

16. This agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article VI Section 6.1 above. This agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

16.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action

relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

16.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

16.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

16.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under paragraph 1, above.

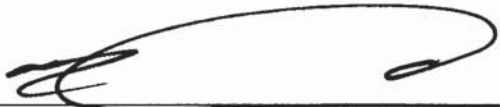
16.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance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

Date Executed

4/20/2006

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

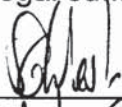
By: 
D. M. "Mike" Whitehead, Chairman

By: 
Deputy Clerk



BCC Approved: April 20, 2006

This document approved as to form
and legal sufficiency:

By: 
Title: Asst. County Attorney
Date: March 7, 2006

LOAVES AND FISHES SOUP KITCHEN, INC.,
a Florida not for profit corporation

By: Frederick W. Humphreys
Name: Frederick W. Humphreys
Title: President

WITNESSED:

Michah Danielson
Michah Danielson
Print Name

Catherine S. Mehl
Catherine S. Mehl
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of April, 2006,
by Frederick W. Humphreys, President of Loaves and Fishes Soup Kitchen, Inc., a Florida not
for profit corporation, who did not take an oath and who:

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

Kelli K. Thomas
Signature of Notary Public

Kelli K. Thomas
Name of Notary Printed

My Commission Expires: 6-8-07
Commission Number: DD220814

(Notary Seal must be affixed)



Kelli K. Thomas
Commission #DD220816
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT I

**PROPERTY USE DEED RESTRICTIONS
FOR SHIP ASSISTED TRANSITIONAL HOUSING UNITS**

THIS INSTRUMENT PREPARED BY: **Apr. 20, 2006 Page 51**
 RANDY WILKERSON, EXECUTIVE DIRECTOR
 NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
 P.O. BOX 18178
 PENSACOLA, FLORIDA 32523 (850) 458-0466

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit ("**Loaves and Fishes**");

WHEREAS, Loaves and Fishes owns that certain property in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Loaves and Fishes has caused the construction of three transitional housing units, known as **CERNEY ROAD TRANSITIONAL HOUSING UNITS**, (the "Project") on the Property in order to assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property to comply with the requirements for funding obtained through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program;

NOW THEREFORE, for and in consideration of the premises, Loaves and Fishes, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until 4/20/21.

1. **Loaves and Fishes Soup Kitchen, Inc. (the "Agency")**, shall for a minimum of **fifteen (15) years**, restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income families (defined as those families individuals whose incomes do not exceed eighty percent (80%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction shall expire on 4/20/21, unless the property is sold as affordable home ownership housing as described below.

In the event the Agency determines that this property is no longer suitable for use as transitional housing, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income family by the Agency for a maximum sales price equal to **\$ 85,000.00**, plus the cost of any

improvements as documented by the Agency. The Board of County Commissioners' approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency's homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family's gross income to be deemed "affordable housing". Upon such documented action, and recording of the Resolution in the public records of Escambia County, Florida, the Agency's obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable homeownership housing in keeping with governing Federal and State requirements.

2. These Covenants and Restrictions shall run continuously with the Property until 4/20/21.

IN WITNESS WHEREOF, Loaves and Fishes, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 6th day of April, 2006.

LOAVES AND FISHES SOUP KITCHEN, INC.,
a Florida not for profit corporation

By: Frederick W. Humphreys
President
Print Name: Frederick W. Humphreys

WITNESSED:
By: Micah Danielson
Print Name: Micah Danielson

By: Christina S. Neill
Print Name: Christina S. Neill

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of April, 2006, by Frederick W. Humphreys who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not for profit corporation, and who has produced _____ as identification) or who is personally known to me.

Kelli K. Thomas
NOTARY PUBLIC

Print Name: Kelli K. Thomas
Commission No.: DD220816
My Commission Expires: 6-8-07

SEAL

 Kelli K. Thomas
Commission #DD220816
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

EXHIBIT II

DOCUMENTATION OF 501(C)(3) NON-PROFIT STATUS
(LOAVES AND FISHES SOUP KITCHEN, INC.)

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: NOV 23 1990

LOAVES AND FISHES SOUP KITCHEN INC
PO BOX 1303
PENSACOLA, FL 32596-1303

Employer Identification Number:
59-2494440
Contact Person:
ANN RUSSELL
Contact Telephone Number:
(404) 331-4927
Our Letter Dated:
10/1/85
Addendum Applies:
YES

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

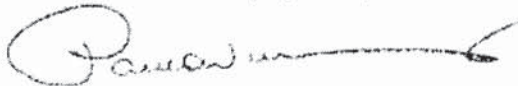
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Paul Williams
District Director

Letter 1050(DO/CG)

Exempt Organization Search - IRS

Page 1 of 1

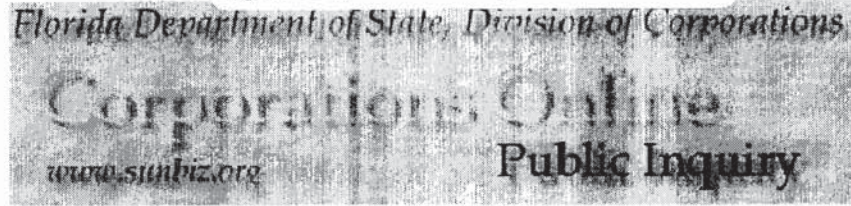


Exempt Organization Search

Organization Name: Loaves and Fishes Soup Kitchen Inc.

City: Pensacola, FL

Code: None - A public charity with a 50% deductibility limitation.



Florida Non Profit

LOAVES AND FISHES SOUP KITCHEN, INC.

PRINCIPAL ADDRESS

257 E LEE ST
P.O. BOX 1303
PENSACOLA FL 32596
Changed 10/06/2005

MAILING ADDRESS

257 E LEE ST
P.O. BOX 1303
PENSACOLA FL 32503
Changed 01/07/2003

Document Number N05767	FEI Number 592494440	Date Filed 10/22/1984
State FL	Status ACTIVE	Effective Date NONE
Last Event CANCEL ADM DISS/REV	Event Date Filed 10/06/2005	Event Effective Date NONE

Registered Agent

Name & Address
KUDER, JOHN P. 257 E LEE ST PENSACOLA FL 32503 Address Changed: 10/06/2005

Officer/Director Detail	
Name & Address	Title
OUSLEY, JACK 3894 WINDSOR CASTLE BLVD. MILTON FL 32583	SD

HUMPHREYS, FREDERICK W. 7200 BAYSHORE DR. MILTON FL 32583	PMD
COLLINS, MICHAEL 5908 SAUFLEY PINES CT. PENSACOLA FL 32526	VD

Annual Reports Report Year	Filed Date
2003	01/07/2003
2004	01/07/2004
2005	10/06/2005

[View Events](#)

No Name History Information

Document Images

Listed below are the images available for this filing.

10/06/2005 -- REINSTATEMENT
01/07/2004 -- ANNUAL REPORT
01/07/2003 -- ANNUAL REPORT
02/13/2002 -- ANN REP/UNIFORM BUS REP
05/01/2001 -- Annual Report
05/31/2000 -- ANN REP/UNIFORM BUS REP
05/06/1999 -- ANNUAL REPORT
05/06/1998 -- ANNUAL REPORT
04/29/1997 -- ANNUAL REPORT
08/07/1996 -- 1996 ANNUAL REPORT

[Corporations Inquiry](#)

[Corporations Help](#)

EXHIBIT III

TRANSITIONAL HOUSING REPORTING FORMAT

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM
FROM: LOAVES AND FISHES SOUP KITCHEN, INC.
DATE: _____

RE: PROJECT: SHIP TRANSITIONAL HOUSING DEVELOPMENT (2006)

NOTE: WRITTEN REPORTS SHALL BE FILED AT LEAST QUARTERLY OR UPON CHANGE IN OCCUPANCY OF THE TRANSITIONAL HOUSING UNITS WHICHEVER OCCURS FIRST

QUARTER: October-December April-June
 January-March July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (SHIP CLIENT INCOME ELIGIBILITY AND CHARACTERISTICS FORM AND WRITTEN DOCUMENTATION OF GROSS HOUSEHOLD INCOME TO BE SUBMITTED AS AN ATTACHMENT TO THIS REPORT).

EACH HOMELESS CLIENT/FAMILY OCCUPYING SHIP ASSISTED TRANSITIONAL HOUSING UNITS SHALL BE REPORTED TO THE COUNTY. INFORMATION SHALL BE ADEQUATE TO FULLY DOCUMENT THE TOTAL HOUSEHOLD INCOME, FAMILY COMPOSITION, AND TERM OF OCCUPANCY. THE SHIP INCOME VERIFICATION FORM AS PROVIDED BELOW SHALL BE SUBMITTED AS ORIGINALLY SIGNED BY THE CLIENT(S) AND AGENCY AT LEAST QUARTERLY OR UPON INITIAL OCCUPANCY BY CLIENT.

B, DESCRIBE ANY PROBLEMS OR DIFFICULTIES ENCOUNTERED WITH THE IMPLEMENTATION OF THE PROJECT OR THE UTILIZATION OF THE TRANSITIONAL HOUSING UNITS.

C. PROVIDE ANY ADDITIONAL INFORMATION PERTINENT TO THE PROJECT.

Florida Housing Finance Agency
State Housing Initiatives Partnership (SHIP) Program
INCOME CERTIFICATION - TRANSITIONAL HOUSING OCCUPANT

NAME/ADDRESS: _____

Part I: HOUSEHOLD AND INCOME DATA

A. Applicant Information

1. Current Home owner: Yes ___ No XX
2. Home buyer: Yes ___ No ___ N/A
3. Purchasing: Existing Unit ___ Newly Constructed Unit ___ N/A
4. Existing Home owner: Date of Execution of Assistance Agreement: N/A
5. Home buyer: Closing Date: N/A
6. Date of Affidavit of "No Income Change":

B.	Names of all Household Members (Last, First)	Relationship	Birth Date/Age
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			

C.	Household Size	E.	Subsidy Use (check all that apply)
	()		Down Payment Assistance ___
			Closing Costs ___
D.	Household Designation		Interest Subsidy ___
	VLI ___		Loan Guarantee ___
	LI ___		Principal Buydown ___
	MI ___		Rehabilitation ___
			Emergency Repair ___
		Other:	TRANSITIONAL HOUSING

F. Assets : All household members including minors.

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)		\$	\$
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
Total Net Value of Assets		F(a) \$	
Total Actual Asset Income			F(b)\$....
If line F(a) is greater than \$5,000, multiply that amount by HUD approved passbook rate <u>3%</u> and enter results in F(c); otherwise, leave blank.			F(c) \$....

G. Anticipated Annual Income : Earned income and support paid on behalf of minors.

Household Member	Wages/ Salaries	SS/SSI Benefits/ Pensions	Public Assistance	CHILD SUPPORT Other Income (include bonus,tips, overtime, and commissions)	Asset Income
(1)					Enter the greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
Totals	(a)	(b)	(c)		(e)

Enter total of items G(a) through G(e). This is Annual Income	\$.....

Part II: INCOME CERTIFICATION

A. Household Data : For reporting purposes only and not to determine eligibility

(Check all that apply)

<u>Race</u>		<u>Special Needs</u>	
<input type="checkbox"/> White, Nonhispanic	<input type="checkbox"/> Asian	<input type="checkbox"/> Elderly	<input checked="" type="checkbox"/> Homeless
<input type="checkbox"/> Black, Nonhispanic	<input type="checkbox"/> American Indian	<input type="checkbox"/> Farmworker	<input type="checkbox"/> Persons With Aids
<input type="checkbox"/> Hispanic (Black or White)	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Handicapped/Disabled

B. Student Eligibility: Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax Purposes?

Yes _____ No _____ XX Not Applicable

(NOTE: Students are eligible for SHIP assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS code.)

C. Applicant Statement: The information on this form is to be used to determine maximum income for eligibility.

I/we have provided for each person set forth in Item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

(SIGNATURE - HEAD OF HOUSEHOLD) DATE _____

(SIGNATURE SPOUSE/ HEAD OF HOUSEHOLD) DATE: _____

D. Agency Statement: Based on the income information provided by the household and upon proofs and documentation submitted, the household is: (check one)

_____ **Very Low Income (VLI)** Household based on the current applicable definitions of up to 50% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

_____ **Low-Income (LI)** Household based on the current applicable definitions of up to 80% of the median income for the area adjusted for family size published by the U.S. Department of Housing and Urban Development.

_____ **Moderate Income (MI)** Household based on the current applicable definitions of up to 120% of the median income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

SIGNATURE OF THE SHIP ADMINISTRATOR OR HIS/HER DESIGNATED REPRESENTATIVE:

Name: _____ Date: _____

Title: SHIP ADMINISTRATOR

AFFIDAVIT OF NO INCOME CHANGE-TRANSITIONAL HOUSING

NAME OF APPLICANT: _____

ADDRESS: _____

TYPE OF SHIP ACTIVITY: CONSTRUCTION OF TRANSITIONAL HOUSING

I am signing this AFFIDAVIT to certify that my total household income is as stated in the SHIP Application Form attached hereto; and/or to certify that my total household income HAS /HAS NOT CHANGED since the time of the completion of my original Income Certification Form executed with Loaves and Fishes Soup Kitchen, Inc. (originally dated)_____. It is my understanding that my eligibility to receive SHIP Program monies depends on my household income and that all of the information that has been reported and recorded on the Income Certification Form is true, accurate and current.

WARNING: Florida Statue 817 provides for penalties concerning making of false statement concerning income and assets.

INCOME CHANGE

YES___ NO___

SIGNATURE OF APPLICANT

DATE: _____

INCOME CHANGE

YES___ NO___

SIGNATURE OF CO-APPLICANT

DATE: _____

SIGNATURE OF AGENCY REPRESENTATIVE
LOAVES And FISHES SOUP KITCHEN, INC.

DATE: _____

SIGNATURE OF SHIP ADMINISTRATOR
RANDY WILKERSON

DATE: _____

EXHIBIT IV

**SHIP PROGRAM RULES AND REGULATIONS
CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE**

**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

SHIP Participating Agency

LOAVES AND FISHES SOUP KITCHEN, INC.

By: Frederick W. Huff

Date: 4-6-06

(shipcomplcert.wpd)

EXHIBIT II

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523 (850) 458-0466

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit ("Loaves and Fishes");

WHEREAS, Loaves and Fishes owns that certain property in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Loaves and Fishes has caused the construction of three transitional housing units, known as **CERNEY ROAD (3665 Milford Avenue) TRANSITIONAL HOUSING UNITS**, (the "Project") on the Property in order to assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property in order to assure that the Project based upon primary funding through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program;

NOW THEREFORE, for and in consideration of the premises, Loaves and Fishes, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **December 14, 2021**.

1. Loaves and Fishes Soup Kitchen, Inc. (the "Agency"), shall for a minimum of **fifteen (15) years**, restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income families (defined as those families individuals whose incomes do not exceed eighty percent (80%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction shall expire on **December 14, 2021**, unless the property is sold as affordable home ownership housing as described below.

In the event the Agency determines that this property is no longer suitable for use as transitional housing, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income

family by the Agency for a maximum sales price equal to \$ 85,000.00, plus the cost of any improvements as documented by the Agency. The Board of County

Commissioners approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency's homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family's gross income to be deemed "affordable housing". Upon such documented action, and recording of the Resolution in the public records of Escambia County, Florida, the Agency's obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable homeownership housing in keeping with governing Federal and State requirements.

2. These Covenants and Restrictions shall run continuously with the Property until

IN WITNESS WHEREOF, Loaves and Fishes, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 24th day of January, 2001.

LOAVES AND FISHES SOUP KITCHEN, INC.,
a Florida not for profit corporation

By: F.W. Humphreys
President
Print Name: F.W. Humphreys

WITNESSED:

By: Janice Bumpers
Print Name: Janice Bumpers

By: Desiree Antonelli
Print Name: Desiree Antonelli

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of January, 2001, by F.W. Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida not for profit corporation, and who has produced _____ as identification) or who is personally known to me.

Kelli K. Thomas
NOTARY PUBLIC

Print Name Kelli K. Thomas
Commission No.: PD230816
My Commission Expires: 6-8-01

SEAL



Kelli K. Thomas
Commission #DD220816
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

**LEGAL DESCRIPTION
TRANSITIONAL HOUSING DEVELOPMENT SITE
(3665 Milford Street)**

3665 Milford Street:

Ref: 37-2S-31-1203-000-023

BEG AT NW COR OF SEC N 76 DEG E 1144 21/100 FT S 14 DEG E 30 87/100 FT TO
PT ON S R/W LI OF CERNY RD S 6 DEG 38 MIN 53 SEC E 72 94/100 FT FOR POB N
76 DEG E 100 03/100 FT TO PT ON W R/W LI OF MILFORD ST S 6 DEG 37 MIN 45
SEC E R/W LI 72 96/100 FT S 76 DEG W 100 FT N 6 DEG 38 MIN 53 SEC W 72
94/100 FT TO POB OR 5562 P 154 OR 5935 P 1579

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523 (850) 458-0466

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida corporation not-for-profit ("Loaves and Fishes");

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AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

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WHEREAS, Loaves and Fishes further desires to impose certain restrictions on the Property in order to assure that the Project based upon primary funding through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program;

NOW THEREFORE, for and in consideration of the premises, Loaves and Fishes, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **December 14, 2021**.

1. **Loaves and Fishes Soup Kitchen, Inc. (the "Agency")**, shall for a minimum of **fifteen (15) years**, restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income families (defined as those families individuals whose incomes do not exceed **eighty percent (80%) of the Pensacola Metropolitan Area median income**, as determined by the Secretary of Housing and Urban Development, with adjustment for family size) who are receiving case management services through the Agency. The Agency shall continually maintain occupancy information, and said documentation shall be provided by the Agency to the County or its designated representative at least quarterly for the duration of this deed restriction. This property use restriction shall expire on **December 14, 2021**, unless the property is sold as affordable home ownership housing as described below.

In the event the Agency determines that this property is no longer suitable for use as transitional housing, the Agency shall advise the Board of County Commissioners of such decision in writing, and upon approval by the Board, the property shall be sold as affordable home ownership housing to a lower income family by the Agency for a maximum sales price equal to **\$ 85,000.00**, plus the cost of any improvements as documented by the Agency. The Board of County

Commissioners approval of the sale shall be evidenced in a Resolution. Thereafter the Agency shall retain the proceeds from the sale, and shall utilize said funds in meeting the operational costs associated with the Agency's homeless assistance programs. The home buyer's total monthly payment including principal, interest, taxes and insurance shall not exceed thirty percent (30%) of the family's gross income to be deemed "affordable housing". Upon such documented action, and recording of the Resolution in the public records of Escambia County, Florida, the Agency's obligation to use the property for transitional housing for homeless families as cited above shall cease, and the property shall be deemed affordable homeownership housing in keeping with governing Federal and State requirements.

2. These Covenants and Restrictions shall run continuously with the Property until

IN WITNESS WHEREOF, Loaves and Fishes, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 24th day of January, 2007.

LOAVES AND FISHES SOUP KITCHEN, INC.,
a Florida not for profit corporation

By: F.W. Humphreys
President
Print Name: F.W. Humphreys

WITNESSED:

By: Vanese Bumpers
Print Name: Vanese Bumpers
By: Diana Anttonelli
Print Name: Diana Anttonelli

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of January, 2007, by F.W. Humphreys, who is President of Loaves and Fishes Soup Kitchen, Inc., a Florida (not for profit corporation, and who has produced as identification) or who is personally known to me.

Kelli K. Thomas
NOTARY PUBLIC
Print Name Kelli K. Thomas
Commission No.: DD220816
My Commission Expires: 12-8-07

SEAL



EXHIBIT "A"

**LEGAL DESCRIPTION
TRANSITIONAL HOUSING DEVELOPMENT SITE
(3675 Milford Street)**

Unit #1: 3675 Milford Street:
Ref: 37-2S-31-1203-000-022

BEG AT NW COR OF SEC N 76 DEG E 1144 21/100 FT S 14 DEG E 30 87/100 FT FOR
POB SD PT BEING ON S R/W LI OF CERNEY RD N 76 DEG E 100 06/100 FT TO S R/W
LI & W R/W LI OF MILFORD ST S 6 DEG 37 MIN 45 SEC E 72 94/100 FT S 76 DEG W
100 03/100 FT N 6 DEG 38 MIN 53 SEC W 72 94/100 FT TO POB OR 5562 P 154 OR
5935 P 1577



LOAVES & FISHES SOUP KITCHEN

Post Office Box 1303
Pensacola, Florida 32596
MATTHEW 25:40
(850) 438-7616

EXHIBIT III

May 22, 2017

Meredith Reeves
Neighborhood Enterprise Division
Neighborhood & Human Services Department Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502

Dear Meredith,

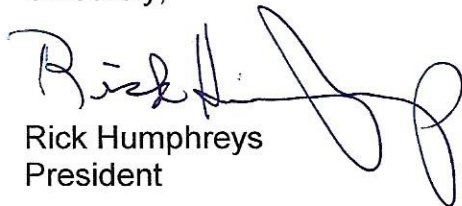
This letter serves as our request to sell two (2) transitional housing units at the locations listed below due to a loss of grant funding in the amount of \$55,400 from HUD's Supportive Housing Program.

3665 Milford Road, Pensacola
3675 Milford Road, Pensacola

Both homes were built with SHIP funding and are under deed restrictions through 2021. These homes will be sold in accordance with the restrictions outlined in our original contract with Neighborhood Enterprise Foundation (NEFI). As required in this contract, Loaves and Fishes is requesting approval from the Board of County Commissioners to sell these properties.

Please feel free to contact Kelli Thomas should you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Humphreys". The signature is stylized with a large, looping flourish at the end.

Rick Humphreys
President

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE SALE OF TWO TRANSITIONAL HOUSING UNITS TO LOWER INCOME FAMILIES BY LOAVES AND FISHES SOUP KITCHEN, INC.

WHEREAS, Escambia County (County) has supported and assisted Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes) with funding for construction of homes for use in meeting transitional housing needs of the homeless in Escambia County; and

WHEREAS, the allowable uses of such properties were limited to transitional housing for the homeless or homeownership housing for lower income families by Escambia County through deed restrictions recorded in Escambia County official records; and

WHEREAS, Loaves and Fishes has properly utilized the properties for transitional housing for the homeless and now wishes to sell two of the properties to lower income homebuyers under the terms and conditions cited in the recorded deeds; and

WHEREAS, in accordance with the County deed restrictions, the sale of the housing units to lower income homebuyers must be authorized and approved by resolution of the Escambia County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida:

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

Section 2. The Board does hereby approve the sale of two transitional housing units located in Escambia County at 3665 Milford Street (property reference number 37-2S-31-1203-000-023) and 3675 Milford Street (property reference number 37-2S-31-1203-000-022) by Loaves and Fishes to State Housing Initiatives Partnership (SHIP) or HUD eligible, lower

income homebuyers in accordance with the terms and conditions cited in deed restrictions recorded at Official Record Book 6074 at page 191 and Official Record Book 6074 at page 194 of the public records of Escambia County, Florida.

Section 3. The Board does hereby approve the sale of the housing units located at 3665 and 3675 Milford Street to SHIP or HUD eligible lower income homebuyers at sales prices not to exceed \$85,000 (excluding closing costs, which shall not exceed 3% of the sales price in either instance).

Section 4. The Board acknowledges that Loaves and Fishes will use the proceeds from said sales to further the provision of emergency and transitional housing to the homeless in Escambia County in compliance with the recorded deed restrictions.

Section 5. The Board approves the release of Loaves and Fishes from the obligation to utilize the properties for transitional housing for the homeless upon documentation of the sale of the properties to SHIP eligible homebuyers, and further, acknowledges that the properties will be converted to affordable homeownership housing subsequent to the date of sale.

Section 6. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: June 9, 2017



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12327

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Copier Lease with RJ Young Company, Inc., for County Extension Services

From: Nick Simmons, Division Manager

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Copier Lease with RJ Young Company, Inc. - Nick Simmons, County Extension Director, County Extension Services

That the Board award a Purchase Order for a 48-month lease for a Ricoh Model MPC4504 digital color copier system to RJ Young Company, Inc., for County Extension Services, for an annual amount of \$1,469.76, plus cost per copy at \$.0059 for black and white and \$.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 001, General Fund, Cost Center 221201, County Extension Services, Object Code 54401, Rentals and Leases]

BACKGROUND:

Extension Services is replacing a 2009 Ricoh MPC3003 copier/printer. Because the cost of purchasing a copier is cost prohibitive, Extension Services sought out lease quotes from three vendors. Of the quotes, RJ Young Company, Inc., provided the lowest and most responsive overall cost per month. This leasing option locks in a stabilized monthly lease rate of \$122.48 with a cost of \$.0059 per black and white copy and .045 per color copy.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 221201, County Extension Services, Object Code 54401, Rentals and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal impact associated with this recommendation.

PERSONNEL:

There is no personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements. Quotes were solicited and obtained from three different vendors. The vendor with the lowest monthly cost was selected.

IMPLEMENTATION/COORDINATION:

County Extension Services staff will coordinate with the Office of Purchasing to issue the necessary purchase order.

Attachments

EXT Summary of Quotes

EXT Vendor Quotes

Extension Services
Copier Lease Quotes

VENDOR	MACHINE	48 MONTH LEASE	MONTHLY FEE	Price Per B/W copy	Price Per Color Copy
RJ Young	Ricoh MPC4504	\$122.48		0.0059	0.045
CPC	Ricoh MPC4504	\$144.40	\$38.50 for 5,000 b/w 200 color/month	0.0059	0.045
Dex Imaging	Konica C458	\$169.25		0.0055	0.042
Dated: June 6, 2017					

UF/IFAS Extension Escambia County
 3740 Stefani Road, Cantonment, FL 32577 - 475-5230 x102
 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) -
 Minimum print: **.45** ppm *State Contract Pricing

Proposed Copier Brand and Model	Ricoh C4504
36-Month (3 year) Monthly Lease Cost	*119.47
48-Month (4 year) Monthly Lease Cost	*87.68 → 122.48 w/options
60-Month (5 year) Monthly Lease Cost	*72.40

Description of Required Features	Included in Lease?		Additional Cost (If Any)	Comments
	Yes	No		
Monthly Maintenance Fee? (list cost and what's included in 'Comments')		X		.0059 black .045 color
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in 'Comments')	X			250 sheet (Automatic)
Auto Duplex	X			
Paper Trays included (list paper capacity in 'Comments')	X			(2) 550 drawers
Additional Paper Trays, if not included (list capacity in 'Comments')		X	*11.62	4 total drawers
Bypass Tray (list in 'Comments')	X			100 pages
Sheet/Stapler Finisher (min. 500 sheet) (list capacity in 'Comments')		X	*8.56	
Other Finisher Option (list in 'Comments')		X	*27.91	booklet
Image Enlargement/Reduction	X			400% down to 25%
Supported Paper Sizes (list in 'Comments')	X			11x17 ; legal
Supported Paper Types (labels & envelopes required) (list in 'Comments')	X			labels + envelopes
Cabinet Stand	X			included
User Codes (list max in 'Comments')	X			unlimited
Network Printing	X			
Fax Capacity (walk-up & network)		X	*817	
Scanning to email Capability (walk-up & network)	X			
Hole Punch Capacity		X	*6.45	
Staples included?	X			unlimited
Toner included?	X			unlimited
Installation & Training included?	X			free
Technical/Repair Services? (indicate Response Time in 'Comments')	X			under 4 hours
Total of Options				
Company Name	R.J. Young			
Representative Name	Jeff English jeff.english@rjyoung.com			
Contact Number	255-0511			
Date Quote Submitted	Date Due - Wednesday, June 7, 2017, 4:30 PM			

Copies Included Package - (If available)

Cost Per Month:	per click
B/W Copies Included:	0
Color Copies Included:	0

Overage-Cost Per Copy - B/W	.0059
Overage-Cost Per Copy - Color	.045

UF/IFAS Extension Escambia County
 3740 Stefani Road, Cantonment, FL 32577 - 475-5230 x102
 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) -
 Minimum print: 45 ppm *State Contract Pricing

Proposed Copier Brand and Model	Ricoh MPC4504 Full Color Digital MFP
36-Month (3 year) Monthly Lease Cost	
48-Month (4 year) Monthly Lease Cost	\$144.40
60-Month (5 year) Monthly Lease Cost (preferable)	

Description of Required Features	Included in Lease?		Additional Cost (If Any)	Comments
	Yes	No		
Monthly Maintenance Fee? (list cost and what's included in 'Comments')	x		\$38.50 month	Up to 5,000 BW ppm, 200 color ppm, w/overages billed quarterly @ .0059 b/w copy/print & .045 color copy/print; all parts, labor, drums, toner, developer, set-up, delivery network installation, end-user training. All supplies excluding paper & staples.
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in 'Comments'.)	x			220 sheet single pass duplex feeder
Auto Duplex				
Paper Trays included (list paper capacity in 'Comments')				
Additional Paper Trays, if not included (list capacity in 'Comments')				
Bypass Tray (list in 'Comments')	X			100 sheet
Sheet/Stapler Finisher (min. 500 sheet) (list capacity in 'Comments')	X			500
Other Finisher Option (list in 'Comments')				
Image Enlargement/Reduction				
Supported Paper Sizes (list in 'Comments')				
Supported Paper Types (labels & envelopes required) (list in 'Comments')				
Cabinet Stand				
User Codes (list max in 'Comments')				
Network Printing	x			
Fax Capacity (walk-up & network)	x			
Scanning to email Capability (walk-up & network)	x			
Hole Punch Capacity	x			500
Staples included?		x		
Toner included?	x			
Installation & Training included?	x			
Technical/Repair Services? (indicate Response Time in 'Comments')				Within 4 hrs
Total of Options				
Company Name	CPC Office Technologies			
Representative Name	Greg Koontz gkoontz@cpctek.com			
Contact Number	432-1580			
Date Quote Submitted				Date Due - Wednesday, June 7, 2017, 4:30 PM

Copies Included Package - (If available)

Cost Per Month:	
B/W Copies Included:	5,000
Color Copies Included:	200

Overage-Cost Per Copy - B/W	.0059
Overage-Cost Per Copy - Color	.045

UF/IFAS Extension Escambia County
 3740 Stefani Road, Cantonment, FL 32577 - 475-5230 x102
 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) -
 Minimum print: 45 ppm *State Contract Pricing

Proposed Copier Brand and Model	Konica Minolta C458
36-Month (3 year) Monthly Lease Cost	\$207.65
48-Month (4 year) Monthly Lease Cost	\$169.25
60-Month (5 year) Monthly Lease Cost (preferable)	\$145.07 (\$140.10 for 63 Month)

Description of Required Features	Included in Lease?		Additional Cost (If Any)	Comments
	Yes	No		
Monthly Maintenance Fee? (list cost and what's included in 'Comments')		N		Maintenance Agreement is billed separately Cost per image -- B&W = \$0.0055 & Color = \$0.042
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in 'Comments'.)	Y			Single Pass – 300 sheet capacity
Auto Duplex	Y			
Paper Trays included (list paper capacity in 'Comments')	Y			2 paper trays – 1,000 sheet capacity
Additional Paper Trays, if not included (list capacity in 'Comments')	Y		60M = \$6.29/month	2 tray - 2,500 sheet capacity (total would be 3,650)
Bypass Tray (list in 'Comments')	Y			150 sheet capacity
Sheet/Stapler Finisher (min. 500 sheet) (list capacity in 'Comments')	Y		60M = \$8.35/month	Staple up to 50 sheets; Capacity of 3,200 sheets
Other Finisher Option (list in 'Comments')				
Image Enlargement/Reduction	Y			
Supported Paper Sizes (list in 'Comments')	Y			4" x 6 1/2" up to 12" x 18"
Supported Paper Types (labels & envelopes required) (list in 'Comments')	Y			
Cabinet Stand	Y			
User Codes (list max in 'Comments')	Y			Up to 1,000
Network Printing	Y			
Fax Capacity (walk-up & network)	Y			"Fax from Desktop & Fax Forwarding" (if allowed)
Scanning to email Capability (walk-up & network)	Y			
Hole Punch Capacity	Y		60M = \$2.63/month	It punches each sheet
Staples included?		N		Included in Maintenance Agreement
Toner included?		N		Included in Maintenance Agreement
Installation & Training included?	Y			
Technical/Repair Services? (indicate Response Time in 'Comments')		N		Included in Maintenance Agreement
Total of Options			60M = \$17.27/month	<i>Already included in monthly price above</i>
Company Name	Dex Imaging			
Representative Name	Derek Neely derek.neely@deximaging.com			
Contact Number	850-332-2003			
Date Quote Submitted	Date Due - Wednesday, June 7, 2017, 4:30 PM			

Copies Included Package - (If available)

Cost Per Month:	\$0.00
B/W Copies Included:	0
Color Copies Included:	0

Overage-Cost Per Copy - B/W	\$0.0055
Overage-Cost Per Copy - Color	0.042



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12360

County Administrator's Report 13. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Transportation Disadvantaged Trust Fund Agreement

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Transportation Disadvantaged Trust Fund - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Transportation Disadvantaged Trust Fund:

- A. Approve, adopt and authorize the Chairman to sign the Resolution authorizing the execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged, which authorizes the County Administrator or Assistant County Administrator to be named as the Board's Registered Agents in Florida, and authorize the County Administrator or Assistant County Administrator to execute the Grant Agreement on behalf of the Board;
- B. Approve and authorize the County Administrator to sign the Transportation Disadvantaged Trip & Equipment Grant Application Form;
- C. Approve and authorize the County Administrator to sign the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Agreement; and
- D. Approve and authorize the County Administrator to sign the Transportation Disadvantaged Trip & Equipment Grant Standard Assurances.

[Funding: The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, "Mass Transit".

The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of \$589,116, towards the total expected cost of \$654,573. This Grant requires a 10% match. This amount, \$65,457.30, is partially funded through Voluntary Dollar Contributions, fare box proceeds, and monetary value of in-kind match, as outlined in the Trip & Equipment Grant Agreement.]

BACKGROUND:

Meeting in regular session on April 29, 2014, the Board of County Commissioners (BOCC) approved and authorized the Chairman to sign a Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged, allowing the BOCC to become the Community Transportation Coordinator (CTC) for Escambia County.

The attached Resolution states that the Board has the authority to enter into the Grant Agreement, and authorizes the County Administrator or Assistant County Administrator to act as the Board's Registered Agents in Florida, to sign any and all assurances, warranties, certifications and any other documents which may be required in connection with the agreement or subsequent agreements, including but not limited to the Trip & Equipment Grant Agreement. The Mass Transit Director is authorized to sign the reimbursement agreements.

The purpose of the attached Trip & Equipment Grant Agreement is to provide non-sponsored transportation trips and/or capital equipment to the non-sponsored, transportation-disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged policies, the Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2014, and as further described in this Agreement and in Exhibits A, B, and C attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored trips will be provided and the understanding as to the manner in which the Project will be undertaken and completed.

BUDGETARY IMPACT:

The Florida Commission for the Transportation Disadvantaged provides funding for the CTC, available in Fund 104, "Mass Transit".

The Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of \$589,116 towards the total expected cost of \$654,573. This grant requires a 10% match. This amount, \$65,457.30, is partially funded through Voluntary Dollar Contributions, fare box proceeds, and monetary value of in-kind match, as outlined in the Trip & Equipment Grant Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed the Resolution, the Florida Commission for the Transportation Disadvantaged Trip and Equipment Grant Agreement, the Transportation Disadvantaged Trip and Equipment Grant Standard Assurances, and the Transportation Disadvantaged Trip and Equipment Grant Application Form.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, the Chairman will sign the Resolution, and the County Administrator or Assistant County Administrator will sign and execute the Trip & Equipment Grant Agreement. Traffic and Transportation Operations staff will act as liaison between the Florida Commission for the Transportation Disadvantaged and as contact person for the BOCC and Escambia County transportation-disadvantaged clients/riders.

Attachments

Resolution

Grant Application

Grant Agreement

Standard Assurances

Original Agreement

BCC 4-29-14

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT A TRIP AND EQUIPMENT GRANT AWARD FROM THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE TRIP AND EQUIPMENT GRANT AGREEMENT; DESIGNATING THE COUNTY'S REGISTERED AGENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County previously entered into a Memorandum of Agreement with the Commission for the Transportation Disadvantaged wherein the Escambia County Board of County Commissioners was designated as the Community Transportation Coordinator (CTC) in Escambia County; and

WHEREAS, Escambia County, as the CTC, has the authority to apply for and is eligible to receive Transportation Disadvantaged Trust Fund Grant awards from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, Escambia County has the requisite authority to enter into a Trip and Equipment Grant Agreement with the Florida Commission for the Transportation Disadvantaged to receive an award from the Transportation Disadvantaged Trust Fund.

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

Section 1. That the above stated recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners hereby approves the submission of a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged and authorizes the County Administrator to execute and file the Trip and Equipment Grant Application on behalf of Escambia County .

Section 3. That the Board of County Commissioners authorizes the County Administrator to execute and file with the grant application all assurances, certifications, and any other documents which may be required in connection with the grant application.

Section 4. That the Board of County Commissioners hereby approves the Trip and Equipment Grant Agreement and authorizes the County Administrator to execute the Agreement on behalf of the County and all other grant related documents pertaining to the award.

Section 5. That the Board of County Commissioners hereby designates the County Administrator to serve as the County's Registered Agent. The Registered Agent's address shall be as follows: 221 Palafox Place, Suite 420, Pensacola, FL 32502.

Section 6. That the Board of County Commissioners authorizes the Mass Transit Director to sign any reimbursement invoices on behalf of the County.

Section 7. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. Alvarado
Date: 6/13/17



Transportation Disadvantaged Trip & Equipment Grant Application Form

Legal Name	Escambia County Committee Transportation		
Federal Employer Identification Number			
Registered Address	221 Palafox Place		
City and State	Pensacola Florida	Zip Code	32502
Contact Person for this Grant	Jack Brown /Don Christian III	Phone Number Format 111-111-1111	850-595-3436
E-Mail Address [Required]	dachrist@co.escambia.fl.us		
Project Location [County(ies)]	Escambia	Proposed Project Start Date	July 1 2017
Budget Allocation			
	Planning Funds Transferred from Planning Agency		654,573
	Grant Amount – State Allocation [90%]		\$589,116
	Grant Amount – Local Match [10%]		65,457
	Grant Amount – Proviso [90%]		0
	Grant Amount – Proviso Match [10%]		0
	Voluntary Dollar Amount		\$178
	Local Match for Voluntary Dollars [In Kind]		
	<i>Total Project Amount</i>		\$ 654,771

Capital Equipment Request	
Description of Capital Equipment	\$ Amount

Local Coordinating Board Review IS Required if Requesting Capital Equipment

If the purchase of capital equipment is included in this Application Form, the application has been reviewed by the ____ Local Coordinating Board.

Signature of Local Coordinating Board Chairperson _____
Date

I, the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the 2017-18 Program Manual and Application for the Trip & Equipment Grant.

Signature of Grant Recipient Representative
 Jack R. Brown _____
Date

County Administrator _____
 Witness _____
 Witness

Approved as to form and legal sufficiency.

By/Title: Donald A. Christian III
 Date: 6/13/17

FY2017-18 Transportation Disadvantaged Trip and Equipment Grant Allocations

County	Trip & Equipment Grant			Voluntary Dollar			Proviso - Statute Formula			FY2017-18 Total Funds
	FY2017-18 Allocation	Local Match (10%)	Total Funds	Funding	Local Match (10%)	Total Funds	Funding	Local Match (10%)	Total Funds	
Alachua	\$596,659	\$68,295	\$662,954	\$52	\$6	\$58	\$69,853	\$7,761	\$77,614	\$740,626
Baker	\$233,963	\$25,996	\$259,959	\$1	\$0	\$1	\$20,227	\$2,247	\$22,474	\$282,434
Bay	\$414,801	\$46,089	\$460,890	\$20	\$2	\$22	\$51,237	\$5,693	\$56,930	\$517,843
Bradford	\$211,399	\$23,489	\$234,888	\$1	\$0	\$1	\$12,984	\$1,443	\$14,427	\$249,316
Brevard	\$1,405,982	\$156,220	\$1,562,202	\$229	\$25	\$254	\$0	\$0	\$0	\$1,562,457
Broward	\$3,890,054	\$432,228	\$4,322,282	\$944	\$105	\$1,049	\$0	\$0	\$0	\$4,323,331
Calhoun	\$205,022	\$22,780	\$227,802	\$1	\$0	\$1	\$14,824	\$1,647	\$16,471	\$244,273
Charlotte	\$440,261	\$48,918	\$489,179	\$28	\$3	\$31	\$0	\$0	\$0	\$489,209
Citrus	\$533,812	\$59,312	\$593,124	\$24	\$3	\$27	\$0	\$0	\$0	\$593,151
Clay	\$501,114	\$55,679	\$556,793	\$88	\$10	\$98	\$61,310	\$6,812	\$68,122	\$625,013
Collier	\$684,409	\$76,045	\$760,454	\$63	\$7	\$70	\$0	\$0	\$0	\$760,524
Columbia	\$266,170	\$29,574	\$295,744	\$17	\$2	\$19	\$25,790	\$2,866	\$28,656	\$324,419
DeSoto	\$208,593	\$23,177	\$231,770	\$1	\$0	\$1	\$15,308	\$1,701	\$17,009	\$248,780
Dixie	\$180,381	\$20,042	\$200,423	\$0	\$0	\$0	\$13,327	\$1,481	\$14,808	\$215,231
Duval	\$1,702,471	\$189,163	\$1,891,634	\$437	\$49	\$486	\$0	\$0	\$0	\$1,892,120
Escambia	\$589,116	\$65,457	\$654,573	\$178	\$20	\$198	\$0	\$0	\$0	\$654,771
Flagler	\$397,098	\$44,122	\$441,220	\$63	\$7	\$70	\$41,208	\$4,578	\$45,784	\$487,075
Franklin	\$174,010	\$19,334	\$193,344	\$0	\$0	\$0	\$10,522	\$1,169	\$11,691	\$205,035
Gadsden	\$382,974	\$42,552	\$425,526	\$22	\$2	\$24	\$40,472	\$4,496	\$44,968	\$470,519
Gilchrist	\$175,816	\$19,513	\$195,129	\$1	\$0	\$1	\$8,008	\$890	\$8,898	\$204,028
Glades	\$195,594	\$21,733	\$217,327	\$0	\$0	\$0	\$15,802	\$1,756	\$17,558	\$234,884
Gulf	\$216,226	\$24,025	\$240,251	\$0	\$0	\$0	\$17,170	\$1,908	\$19,078	\$259,329
Hamilton	\$168,850	\$18,781	\$187,611	\$0	\$0	\$0	\$9,885	\$1,074	\$10,739	\$198,350
Hardee	\$229,468	\$25,498	\$254,964	\$3	\$0	\$3	\$20,471	\$2,275	\$22,746	\$277,714
Hendry	\$230,738	\$25,638	\$256,376	\$2	\$0	\$2	\$26,527	\$2,947	\$29,474	\$285,852
Hernando	\$444,813	\$49,424	\$494,237	\$38	\$4	\$40	\$44,786	\$4,976	\$49,762	\$544,039
Highlands	\$495,279	\$55,031	\$550,310	\$33	\$4	\$37	\$56,007	\$6,223	\$62,230	\$612,577
Hillsborough	\$2,044,516	\$227,168	\$2,271,684	\$188	\$21	\$207	\$295,746	\$32,861	\$328,607	\$2,600,497
Holmes	\$250,145	\$27,794	\$277,939	\$0	\$0	\$0	\$19,878	\$2,209	\$22,087	\$300,026
Indian River	\$383,656	\$42,628	\$426,284	\$20	\$2	\$22	\$37,635	\$4,182	\$41,817	\$468,123
Jackson	\$318,457	\$35,384	\$353,841	\$38	\$4	\$40	\$35,070	\$3,897	\$38,967	\$392,848
Jefferson	\$208,551	\$23,172	\$231,723	\$2	\$0	\$2	\$16,168	\$1,799	\$17,967	\$249,711
Lafayette	\$163,043	\$18,116	\$181,159	\$0	\$0	\$0	\$9,633	\$1,070	\$10,703	\$191,862
Lake	\$766,272	\$85,141	\$851,413	\$147	\$16	\$163	\$0	\$0	\$0	\$851,576
Lee	\$1,147,938	\$127,549	\$1,275,487	\$775	\$88	\$863	\$139,561	\$15,507	\$155,068	\$1,431,415
Leon	\$486,452	\$54,050	\$540,502	\$119	\$13	\$132	\$0	\$0	\$0	\$540,634
Levy	\$313,610	\$34,846	\$348,456	\$12	\$1	\$13	\$35,195	\$3,911	\$39,108	\$387,575
Liberty	\$223,278	\$24,809	\$248,087	\$0	\$0	\$0	\$22,372	\$2,486	\$24,858	\$272,945
Madison	\$210,210	\$23,357	\$233,567	\$0	\$0	\$0	\$17,708	\$1,967	\$19,673	\$253,240
Manatee	\$724,418	\$80,491	\$804,909	\$62	\$9	\$71	\$0	\$0	\$0	\$804,999
Marion	\$724,293	\$80,477	\$804,770	\$101	\$11	\$112	\$86,614	\$9,624	\$96,238	\$901,119
Martin	\$370,164	\$41,129	\$411,293	\$79	\$9	\$88	\$34,858	\$3,873	\$38,731	\$450,112
Miami-Dade	\$4,264,460	\$473,829	\$4,738,289	\$821	\$91	\$912	\$0	\$0	\$0	\$4,739,201
Monroe	\$310,421	\$34,491	\$344,912	\$77	\$9	\$86	\$37,669	\$4,185	\$41,854	\$386,852
Nassau	\$303,922	\$33,769	\$337,691	\$44	\$5	\$49	\$30,747	\$3,416	\$34,163	\$371,902
Okaloosa	\$464,673	\$51,630	\$516,303	\$27	\$3	\$30	\$0	\$0	\$0	\$516,333
Okeechobee	\$238,141	\$26,480	\$264,601	\$2	\$0	\$2	\$20,511	\$2,279	\$22,790	\$287,394
Orange	\$2,872,070	\$319,119	\$3,191,189	\$592	\$66	\$658	\$0	\$0	\$0	\$3,191,846
Osceola	\$768,667	\$85,407	\$854,074	\$16	\$2	\$18	\$0	\$0	\$0	\$854,092
Palm Beach	\$3,491,843	\$387,983	\$3,879,826	\$978	\$109	\$1,087	\$0	\$0	\$0	\$3,880,913
Pasco	\$796,317	\$88,480	\$884,797	\$155	\$17	\$172	\$0	\$0	\$0	\$884,969
Pinellas	\$3,285,941	\$365,105	\$3,651,046	\$291	\$32	\$323	\$0	\$0	\$0	\$3,651,370
Polk	\$1,107,450	\$123,050	\$1,230,500	\$178	\$20	\$198	\$0	\$0	\$0	\$1,230,698
Putnam	\$393,089	\$43,677	\$436,766	\$1	\$0	\$1	\$45,608	\$5,067	\$50,673	\$487,440
Saint Johns	\$581,624	\$64,625	\$646,249	\$127	\$14	\$141	\$91,894	\$10,210	\$102,104	\$748,494
Saint Lucie	\$738,964	\$82,107	\$821,071	\$62	\$7	\$69	\$0	\$0	\$0	\$821,140
Santa Rosa	\$326,611	\$36,290	\$362,901	\$14	\$2	\$16	\$37,405	\$4,156	\$41,561	\$404,478
Sarasota	\$1,224,222	\$136,025	\$1,360,247	\$313	\$35	\$348	\$0	\$0	\$0	\$1,360,595
Seminole	\$927,464	\$103,052	\$1,030,516	\$143	\$16	\$159	\$0	\$0	\$0	\$1,030,675
Sumter	\$398,248	\$44,250	\$442,498	\$12	\$1	\$13	\$37,260	\$4,140	\$41,400	\$483,911
Suwannee	\$236,148	\$26,239	\$262,387	\$3	\$0	\$3	\$20,270	\$2,252	\$22,522	\$284,912
Taylor	\$210,124	\$23,347	\$233,471	\$4	\$0	\$4	\$22,784	\$2,532	\$25,316	\$258,792
Union	\$180,776	\$20,088	\$200,862	\$0	\$0	\$0	\$7,828	\$870	\$8,698	\$209,560
Volusia	\$1,303,946	\$144,883	\$1,448,829	\$133	\$15	\$148	\$0	\$0	\$0	\$1,448,978
Wakulla	\$218,153	\$24,239	\$242,392	\$0	\$0	\$0	\$17,381	\$1,931	\$19,312	\$261,704
Walton	\$307,886	\$34,210	\$342,096	\$7	\$1	\$8	\$35,801	\$3,978	\$39,779	\$381,883
Washington	\$235,874	\$26,208	\$262,082	\$1	\$0	\$1	\$18,893	\$2,099	\$20,992	\$283,075
TOTALS	\$48,696,907	\$5,410,765	\$54,107,672	\$7,803	\$866	\$8,669	\$1,750,000	\$194,444	\$1,944,444	\$56,060,785

* Allocations and match were rounded to whole dollars

SAMAS Approp: 108846 Fund: TDTF FM/Job No(s). 43202718401/43202818401
SAMAS Obj.: 750074 Function: 035 CSFA No. 55.001
Org Code: 55 12 00 00 952 Contract No.: _____ Vendor No.: 59-6000598

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2017 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Escambia Board of County Commissioners, 221 Palafox Place, Pensacola, Florida 32502, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the provision of non-sponsored transportation services and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide non-sponsored transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2017-18 Program Manual and Application for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment, and as further described in this Agreement and in Exhibit(s) A, B, and C, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Grantee: The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2017-18 Program Manual and Application for the Trip & Equipment Grant.

2.60 Monitoring and Evaluation: The law provides that each local coordinating board annually evaluate the performance of the Grantee using evaluation criteria approved by the Commission. A copy of the evaluation report will be given to the designated official planning agency and the Commission. The Grantee must fully cooperate with the local coordinating board in the performance of its duties. The Grantee shall submit to the local coordinating board such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as provided by law, rule or under this agreement. Failure by the Grantee to cooperate with, or to provide such documents or other products to the local coordinating board may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

3.00 Total Project Cost: The total estimated cost of the Project is \$654,771.00. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$589,294.00 as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

4.10 Eligible Costs: Trip and Equipment Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Fiscal Year 2017-18 Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Article 16.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
- d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 Project Funds: In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

4.40 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

7.00 Accounting Records, Audits and Insurance:

7.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored financing accounts are referred to herein collectively as the "Project Account."

The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

7.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges

The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.
 - b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted 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 C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, 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.

- ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

7.70 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

7.71 Liability: Liability coverage in an amount of \$200,000 for any one (1) person, \$300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

7.72 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

7.73 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

7.74 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

8.12 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

8.13 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2018.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

8.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

8.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

8.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

8.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "B."

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2 and 60A-1, Florida Administrative Code, and the Fiscal Year 2017-18 Program Manual and Application for the Trip and Equipment Grant is met.

8.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

9.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this Paragraph, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project

activities and contracts; and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the Grantee or its contractors to allow public access to all documents, papers, letters, records or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

13.30 Prohibited Interests:

13.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

14.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

14.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

14.70 Purchased Vehicles or Equipment:

14.71 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

14.72 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Paragraph 8.25.

14.73 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

- a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.
- b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.
- c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

14.74 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23.

15.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Grantee or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages

arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes or any similar provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

16.00 Appropriation of Funds:

16.10 The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

17.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2018. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2018.

18.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

19.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

20.00 Vendors and Subcontractors Rights:

20.10 Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

20.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

21.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s): 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT _____
DATE _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

**COMMISSION FOR THE
TRANSPORTATION DISADVANTAGED**

By: _____
Jack R. Brown, County Administrator

BY: _____

Date: _____, 2017

TITLE: Executive Director (Commission Designee)

Witness

Witness

Approved as to form and legal
sufficiency _____

By/Title: K. K. K. K.
Date: 6/13/17

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO.
AGREEMENT
DATE

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Escambia Board of County Commissioners, 221 Palafox Place, Pensacola, Florida 32502.

PROJECT LOCATION: Escambia County(ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2017-18 Program Manual and Application for the Trip & Equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. Capital equipment will consist of:

None.

SPECIAL CONSIDERATIONS BY GRANTEE:

1. All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable.

EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Escambia Board of County Commissioners, 221 Palafox Place, Pensacola, Florida 32502.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2017-18 Program Manual and Application for the Trip & Equipment Grant. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation, as requested, is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2018. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

Non-sponsored Trips	\$	654,573.00	43202718401
Voluntary Dollar		198.00	43202818401
<hr/>			
TOTAL	\$	654,771.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	\$589,116.00
Local Cash Funds	65,457.00
2017-18 Legislative Proviso Funds	.00
Local Cash Funds for 2017-18 Legislative Proviso Funds	.00
Voluntary Dollar Contributions	178.00
Monetary Value of In-Kind Match	20.00
Total Project Cost	<hr/> \$654,771.00

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<u>FY_17/18</u>												
Trips	49,271	49,093	49,093	49,093	49,093	49,093	49,093	49,093	49,093	49,093	49,093	49,093
Capital												

**TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES
EXHIBIT B
PAGE 2 OF 2**

COMMUNITY TRANSPORTATION COORDINATOR: Escambia Board of County Commissioners
EFFECTIVE DATE: _____

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT \$
Ambulatory	Mile	2.75
Wheelchair	Mile	4.16

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO.
AGREEMENT DATE

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD)
TRIP AND EQUIPMENT GRANT PROGRAM
CSFA Number: 55.001
***Award Amount:** \$589,294.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT STANDARD ASSURANCES

The Grantee hereby assures and certifies that:

- 1. The Grantee has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.
2. The Grantee is aware that the Trip & Equipment Grant is a reimbursement grant. Reimbursement of funds will be approved for payment upon receipt of a properly completed invoice with supporting documentation.
3. Trip & Equipment Grant funds will not be used to supplant or replace existing federal, state, or local government funds.
4. The Grantee understands that an approved written eligibility application is required and is to be maintained for each rider who receives a non-sponsored trip or bus pass and such documentation shall be made available upon request by CTD staff or its designee.
5. The Grantee is aware that if capital equipment is purchased with these grant funds, equipment must be received by the recipient no later than June 30, 2018.
6. The Grantee recipient is aware that the approved project must be complete by June 30, 2018, which means services must be provided by that date or reimbursement will not be approved.
7. Capital equipment purchased through this grant shall comply with the recipient's competitive procurement requirements or Chapter 287 or Chapter 427, Florida Statutes.

This certification is valid for the agreement period for which the grant application is filed.

Signature: _____ Date: _____

Name: Jack R. Brown
Title: County Administrator
Agency: Escambia County Board of County Commissioners
Service Area: Escambia County

Witness _____

Witness _____

ESCAMBIA COUNTY
CLERK'S ORIGINAL
4/29/2014/CAR I-13

Contract # TD 1448
Effective: 7-1-14 to 6-30-19

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

ESCAMBIA county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

I. The Coordinator Shall:

- A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.
- B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.
- C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.
- D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

Verified By: *D. Hume*

Date: 5/8/2014

E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.
2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.
3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.
4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.
5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.
 3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.
 4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.
- H. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and
 2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of \$1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

- J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- K. Protect Civil Rights by:
1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.
 2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
 2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
 3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
 4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.
11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

II. The Commission Shall:

- A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.
- B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

- A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.
- C. Termination Conditions:
1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.
- D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.
- E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450**. The representative/position of the Coordinator responsible for administration of the program under this Agreement is: Assistant County Administrator Larry Newsom

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on February 25, 2014.

Lumon J. May, Chairperson
Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION
COORDINATOR:

STATE OF FLORIDA, COMMISSION FOR
THE TRANSPORTATION DISADVANTAGED:

Escambia County Board of County Commissioners

Agency Name

Lumon J. May, Chairman

Typed Name of Authorized Individual

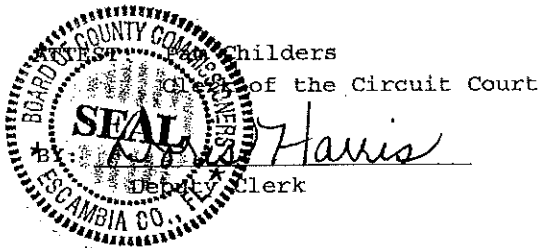
Signature: *Lumon J. May*

Title: Chairman

Steven E Holmes
Typed Name of Authorized Individual

Signature: *Steven E Holmes*

Title: Executive Director



BCC Approved 04-29-2014

Date Executed

May 8, 2014

Approved as to form and legal
sufficiency.

By/Title: *Kristina Duval*
Date: 4/24/14

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-13. Approval of Various Consent Agenda Items – Continued

12. Taking the following action regarding proposed Applications for submittal for bicycle and pedestrian Projects:

A. Approving submittal of Applications for Transportation Alternatives Program (TAP) funds to design and construct the bicycle and pedestrian Projects on the following roadways:

- (1) Sidewalks along Massachusetts Avenue, from Hollywood Boulevard to Mobile Highway (SR [State Road]-10A);
- (2) Sidewalks along Chemstrand Road (CR [County Road]-749), from Nine Mile Road (SR-10) to Ten Mile Road;
- (3) Sidewalks along "W" Street (CR-453), from Fairfield Drive (SR-295) to Navy Boulevard (SR-30);
- (4) Sidewalks along Olive Road (CR-290), from Ninth Avenue (SR-289) to Davis Highway (SR-291);
- (5) Paved shoulders along Bauer Road (CR-293), from Sorrento Road (SR-292) to Gulf Beach Highway (CR-292A); and
- (6) Paved shoulders along Dog Track Road (CR-297), from Blue Angel Parkway (SR-173) to Lillian Highway (SR-30);

B. Adopting a Resolution (*R2014-34*) in support of Applications for TAP Projects; and

C. Authorizing the Chairman to sign the TAP Projects Applications and all other documents associated with these Applications.

13. Approving, and authorizing the Chairman to sign, the Memorandum of Agreement between the Florida Commission for the Transportation Disadvantaged and Escambia County Board of County Commissioners (BCC), allowing the BCC to become the Community Transportation Coordinator (Funding: funding for Disadvantaged Transportation/Paratransit program will be supplied from the Florida Commission for the Transportation Disadvantaged).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12338 County Administrator's Report 13. 10.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Perdido Landfill Haul Road Paving Project_PD14-15.064 General Paving and Drainage Pricing Agreement

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Perdido Landfill Haul Road Paving Project - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to issue a Purchase Order, per PD 14-15.064, General Paving and Drainage Pricing Agreement, to Panhandle Grading & Paving, in an amount not to exceed \$223,946.10, in total, for the Perdido Landfill Haul Road Paving Project.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

BACKGROUND:

"The Perdido Landfill Haul Road is a high-traffic road used by heavy waste transportation vehicles and equipment to deliver waste to the Class-I landfill for disposal. The section of road under consideration for improvement is approximately 2000 linear feet increasing in elevation approximately 92 feet at a maximum slope of 8 percent. The existing road currently consists of a crushed concrete base built from recycled concrete. The road is prone to erosion and creates heavy dust when traveled, requiring a significant amount of maintenance. The proposed project consists of regrading the existing road, adding and compacting additional base material and installing asphalt pavement. The pavement is expected to result in an improvement to storm water and air quality and will provide improved access for vehicles; thus, effecting an overall increase in our level of service for commercial and general public customers. "

BUDGETARY IMPACT:

Funding for this project is available in Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this recommendation, a Purchase Order will be transmitted to the Office of Purchasing for processing.

Attachments

Purchase Request & WO

PD 14-15.064 Gen Paving & Drainage Pricing Agreement

Haul Road Erosion

Haul Road Sediment

Haul Road Site Plan

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505


Capital Improvement Projects - Work Order (WO)

- 1.) Date: 6/2/2017
- 2.) Project name: Project Name - PERDIDO LF HAUL ROAD
- 3.) Contract No: 14-15.064 0
- 4.) Description of Services to be Performed:
Road construction to include establishing grade, base work and asphalt pavement

- 5.) Negotiated Cost of Construction: \$ 223,946.10
- 6.) Location Work is to be Performed: Perdido Landfill Haul Road

- 7.) Period of Time Services are to be Accomplished:
Starting Date of Work: 7/1/2017 or Upon Issuance of Notice to Proceed
Days to Complete 30
Completion Date of Work 7/31/2017

Schedule for Work Requested and Received

Brent Schneider 
Project Manager

Date: 1-Jun-17

Work Order Approved


Division Chief

Date: 

Negotiated Work Order Accepted


Contractor Representative

Date: 6/2/17

Work Order Completed



Date: 

PD14-15.064 General Paving and Drainage Pricing Agreement

		PD14-15.064.3 General Paving and Drainage Pricing Agreement		Valid from October 1, 2016 till September 30, 2017		Allaouh Construction Services		Chavers Construction		Gulf Atlantic Constructors		Heaton Brothers		Infrastructure Speciality Services		J. Miller Construction		Midsouth Paving		Panhandle Grading & Paving		Roads, Inc. of NWF		Utility Services Company	
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	
01000	Insurance																								
01100	00100	Performance Bond																							
02000	Equipment																								
02100	00100	Mobilization																							
02100	00102	Mobilization, 16 - 30 Miles	1	EA	\$2,475.00	\$2,475.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$2,670.00	\$2,670.00	\$1,850.00	\$1,850.00	\$6,300.00	\$6,300.00	\$3,500.00	\$3,500.00	\$2,875.00	\$2,875.00	
04000	Earthwork																								
04100	00107	Earthwork Establishing Grade, County Specs 2300	10000	SY	\$1.95	\$19,500.00	\$2.00	\$20,500.00	\$2.25	\$22,500.00	\$2.50	\$25,000.00	\$5.00	\$50,000.00	\$2.00	\$20,000.00	\$2.50	\$25,000.00	\$1.10	\$11,000.00	\$1.49	\$14,900.00	\$2.75	\$27,500.00	
05200	00100	Roadway																							
05200	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sq	16000	SY	\$8.50	\$136,000.00	\$8.50	\$136,000.00	\$7.75	\$124,000.00	\$7.60	\$121,600.00	\$16.00	\$256,000.00	\$7.00	\$112,000.00	\$8.85	\$109,600.00	\$6.10	\$97,600.00	\$6.00	\$96,000.00	\$7.19	\$115,040.00	
05400	00100	Curbs, Flanges, Swales																							
05400	00103	Install 2" Thick Asphalt Swale	800	SY	\$30.47	\$27,423.00	\$40.90	\$36,810.00	\$25.00	\$22,500.00	\$20.00	\$18,000.00	\$75.00	\$87,500.00	\$28.00	\$25,200.00	\$90.00	\$81,000.00	\$20.00	\$18,000.00	\$19.90	\$17,910.00	\$94.50	\$85,050.00	
06200	00100	Base																							
06200	00134	4" Crushed Concrete Base, Per County Specifications, less than 1000sq	8000	SY	\$9.75	\$78,000.00	\$9.00	\$72,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$8.75	\$70,000.00	\$9.50	\$78,000.00	\$14.38	\$115,120.00
Sub Totals								\$279,810.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$211,700.00	\$214,150.00	\$211,700.00	\$361,585.00			
07900	00100	MOT Based on section 07900-00100 and sub total of project			\$5,335.00		5335	\$17,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,700.00	\$9,000.00	\$9,000.00	\$0.00	\$0.00		
01100	00100	Performance and Payment Bond (Required for projects over \$25,000.00)			\$8,421.99		5335	\$5,946.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,546.10	\$2,343.08	\$2,343.08	\$4,339.02	\$0.00		
Grand Total					\$289,154.99			\$303,256.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$223,946.10	\$225,493.08	\$225,493.08	\$365,924.02	\$0.00		
Balance of Line (may not exceed 25% of total cost)			Qty	Units																					
Balance of Line Total					\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Additional Performance and Payment Bond					\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Revised Grand Total with BOL					\$289,154.99			\$303,256.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$223,946.10	\$225,493.08	\$225,493.08	\$365,924.02	\$0.00		

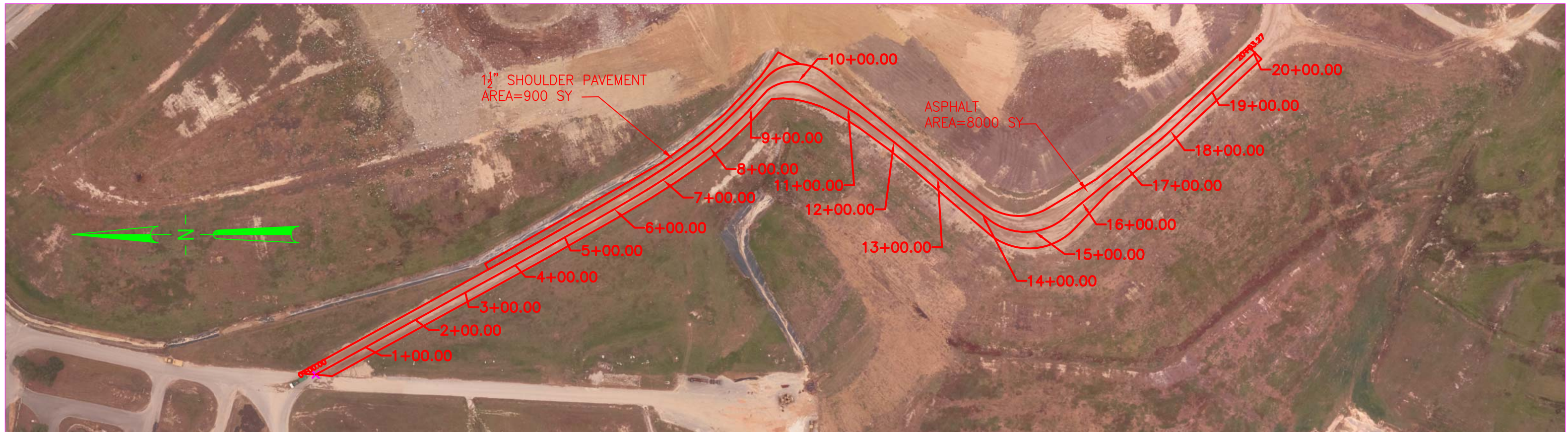


Significant erosion
of existing surface
after rain event



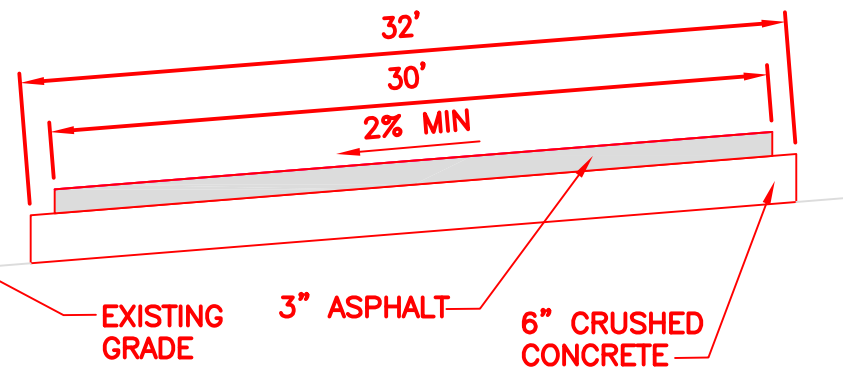
Sediment contributing to turbidity after rain event





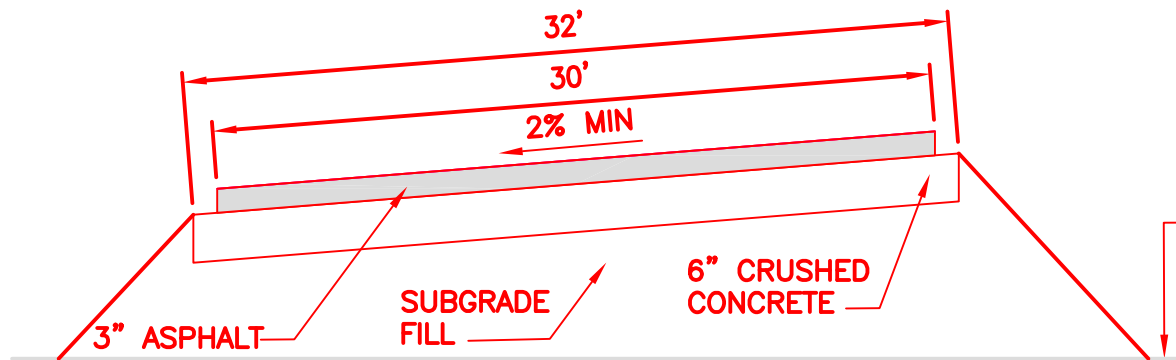
PAVED HAUL ROAD ALIGNMENT

1"=200



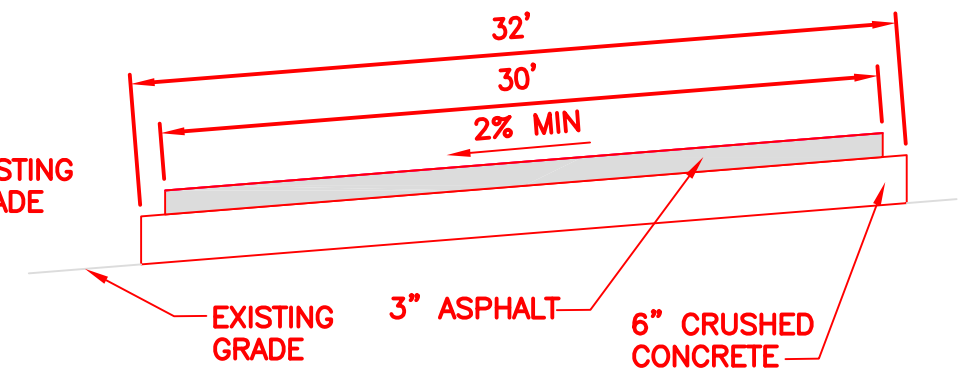
TYPICAL SECTION FROM STA 0+00 TO 3+00

1"=2' V
1"=8' H



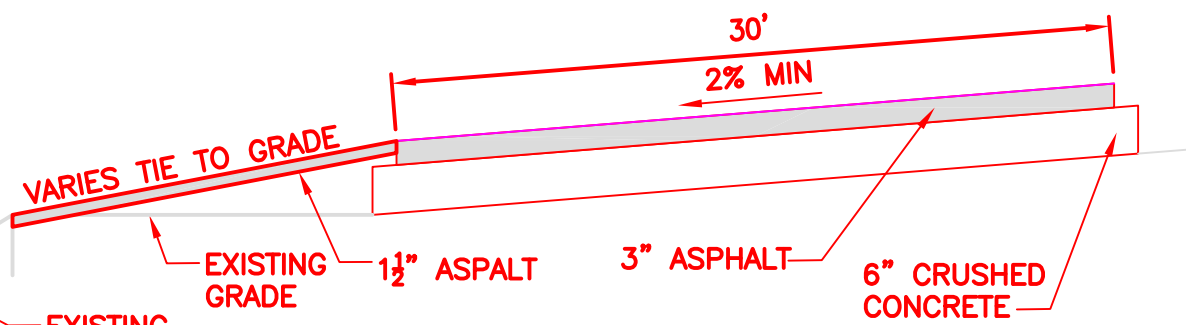
TYPICAL SECTION FROM STA 10+00 TO 12+00

1"=2' V
1"=8' H



TYPICAL SECTION FROM STA 13+00 TO 20+00

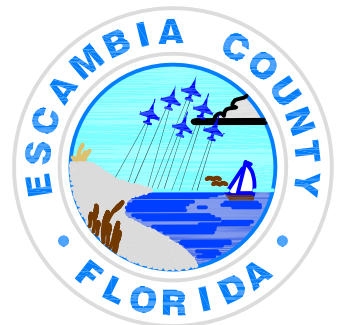
1"=2' V
1"=8' H



TYPICAL SECTION FROM STA 4+00 TO 9+00

1"=2' V
1"=8' H

**PERDIDO LANDFILL
HAUL ROAD
SITE PLAN**





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12373 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/22/2017
Issue: West Florida Public Libraries Change order #1 on Purchase Order 170739
From: Todd Humble, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1 on Purchase Order 170739, a Blanket Purchase Order for Audiobooks and DVDs for all Locations Utilizing State Contract #715-001-07-1 - Todd J. Humble, Library Services, Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the continued utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1, for the purchase of materials for the West Florida Public Libraries:

Department:	Library Services
Division:	Library Operations
Type:	Addition
Amount:	\$23,900
Vendor:	Midwest Tape, LLC
Project Name:	Audiobooks and DVDs for all library locations
Contract:	State #715-001-07-1
Purchase Order No.:	170739
Change Order (CO) No.:	1
Original Award Amount:	\$96,000
Cumulative Amount of Change orders through this C.O.:	\$23,900
New Purchase Order Total:	\$119,900

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 55401]

BACKGROUND:

The Board approved the library materials contract use on October 20, 2016 (Exhibit A, Item 19). The State contract at that time was not valid for our entire fiscal year, but was extended by the State on February 28, 2017 (Exhibit C). A search for women and minority owned businesses was completed before seeking this change order (Exhibit D). These are standing orders for the remainder of the fiscal year based on best seller and patron requests of popular authors or actors in audiobook and DVD format. Utilization of standing orders allows for more efficient use of staff time and allows our orders to be among the first fulfilled by the wholesale jobber ensuring our citizens receive new releases of materials on the first allowable street date (items are delivered before we can legally distribute them to the public). Audiobook and DVD orders are encumbered months before the allowable release dates to the public and the August 28, 2017 date of the State contract will service the remainder of our fiscal year. It was uncertain that our current vendors were going to renew at the time of our initial request. The change order request will allow uninterrupted service to the public. Midwest Tape's enhanced processing has allowed for better utilization of staff skill sets by delivering shelf-ready materials.

BUDGETARY IMPACT:

Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 55401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

There are no book wholesale jobbers in Escambia County. Previous advertisements in the Pensacola News Journal have produced no qualified bidders. Multiple vendors are available on the previously bid Department of Management Services State Contract for Library Materials #715-001-07-1 which is effect until 8/28/17. The West Florida Public Libraries will obtain costs from various suppliers on the agreement to purchase materials at the most favorable rate to the County. The purchase of books and materials is part of the budget for operating supplies for the West Florida Public Libraries and is funded by the Library Fund 113.

IMPLEMENTATION/COORDINATION:

The recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts and Purchasing Policy and Procedure PP130.

Attachments

Exhibit A, BCC Minutes

Exhibit C, State Contract Extension

Exhibit D, Diversity Supplier Search Results

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-27. Approval of Various Consent Agenda Items – Continued

17. Continued...

B. Approving, and authorizing the Chairman to sign, the letter of support to James T. Barfield, P.E., supporting the advancement of the Design Phase for the Navy Boulevard Access Management and Beautification Project from FDOT's Fiscal Year 2019 to Fiscal Year 2018.

18. Taking the following action concerning the Interlocal Agreements between Escambia County and the Santa Rosa Island Authority (SRIA), and between Escambia County and the Pensacola Downtown Improvement Board (DIB) (Funding: upon approval of the Interlocal Agreement between Escambia County and the DIB, the County will be reimbursed for all costs incurred by the DIB for the downtown Pensacola pilot trolley service):

A. Approving, and authorizing the Chairman to sign, the amended Interlocal Agreement, subject to Legal review and sign-off, between Escambia County and the SRIA, regarding the use of the open-air beach trolleys in downtown Pensacola; and

B. Approving, and authorizing the Chairman to sign the Interlocal Agreement between Escambia County, Florida and the Pensacola DIB Relating to Mass Transit Service in Downtown Pensacola, regarding the operations and maintenance of the open-air beach trolleys in downtown Pensacola.

19. Authorizing the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1 for the purchase of materials for the West Florida Public Libraries, from the following vendors, at the estimated annual amounts detailed below (Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601):

Brodart Company – \$200,000
Midwest Tape, LLC – \$96,000



AMENDMENT NO. 20
Contract Extension
 Contract No.: 715-001-07-1
 Contract Name: Library Materials

This Amendment No. 20 ("Amendment"), effective as of February 28, 2017 between the Department and Contractor amends Contract Number 715-001-07-1, as follows;

WHEREAS, the Parties entered into a State Term Contract which was subsequently renewed through 715-001-07-1 February 28, 2017, and

WHEREAS, in accordance with Section 287.057(12), F.S., and by mutual agreement, the Department and Contractor wish to extend the Contract for a period not exceeding six (6) months;

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following;

- 1.0 **Contract Extension.** The Department hereby executes its extension option for a period of six months, effective February 28, 2017 through August 28, 2017. This extension shall be terminated at the end of six months.
- 2.0 **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- 3.0 **Effect:** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties set their hands and seals as of the date first above written by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
 <Insert Name>

By: _____

By: _____

Name: Debra Forbess
Title: Director of Finance & Administration
Date: <Insert Date>

Name: <Insert Name>
Title: <Insert Title>
Date: <Insert Date>



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

office of supplier DIVERSITY
We serve those who serve Florida

Search Results

Show 10 entries

Search:

Name	Contact	Address	City	State	Phone
MC Squared Group Inc	Michelle Sarra	216 S Tarragona Street	Pensacola	FL	850-435-4600
NAI Print Solutions LLC	Taris Wickizer	457 Strandview Drive	Pensacola	FL	850-637-1260
The Kirkman Co. Inc.	Lisa Kirkman	12230 Halcyon Dr.	Pensacola	FL	850-455-1500

Showing 1 to 3 of 3 entries



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

office of supplier DIVERSITY
We serve those who serve Florida

Search Results

Show 10 entries

Search:

Name	Contact	Address	City	State	Phone
MC Squared Group Inc	Michelle Sarra	1333 College Pkwy #178	Gulf Breeze	FL	850-435-4600
Speedy Stamp & Engraving Co.	Margaret Cunningham	1128 Sunset Lane	Gulf Breeze	FL	850-932-2914

Showing 1 to 2 of 2 entries

Previous 1 Next

Although listed in the Diversity database of possible vendors in Escambia County and Santa Rosa County, none of these listed businesses are book wholesalers that can provide shelf ready library services.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12371 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 06/22/2017
Issue: West Florida Public Libraries Change order #2 on Purchase Order 170738
From: Todd Humble, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2 on Purchase Order 170738, a Blanket Purchase Order for Books for all Locations Utilizing State Contract #715-001-07-1 - Todd J. Humble, Library Services, Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for the continued utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1, for the purchase of materials for the West Florida Public Libraries:

Department:	Library Services
Division:	Library Operations
Type:	Addition
Amount:	\$60,600
Vendor:	Brodart Company
Project Name:	Books for all library locations
Contract:	State #715-001-07-1
Purchase Order No.:	170738-1
Change Order (CO) No.:	2
Original Award Amount:	\$200,000
Cumulative Amount of Change Orders through this C.O.:	\$54,800
New Purchase Order Total:	\$254,800

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601]

BACKGROUND:

The Board approved the library materials contract use on October 20, 2016 (Exhibit A, Item 19). Change order #1 was a reduction for library display shelving from the same vendor requiring different object codes (Exhibit B). The State contract at that time was not valid for our entire fiscal year, but was extended by the State on February 28, 2017 (Exhibit C). A search for women and minority owned businesses was completed before seeking this change order (Exhibit D).

Book orders are encumbered months before the allowable release dates to the public and the August 28, 2017 date of the State contract will service the remainder of our fiscal year. It was uncertain that our current vendors were going to renew at the time of our initial request. The change order request will allow the utilization of the remainder of the book budget this fiscal year and is needed to insure uninterrupted service to the public. New library materials are ordered each week allowing for better patron driven acquisition based on circulation demands. Brodart Company's enhanced processing of materials has allowed two librarian positions to be shifted to primarily serving the public rather than continually overseeing physical processing and cataloging description creation. Only large library wholesalers offer shelf-ready services that have allowed better utilization of staff skill sets.

BUDGETARY IMPACT:

Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

There are no book wholesale jobbers in Escambia County. Previous advertisements in the Pensacola News Journal have produced no qualified bidders. Multiple vendors are available on the previously bid Department of Management Services State Contract for Library Materials #715-001-07-1 which is effect until 8/28/17. The West Florida Public Libraries will obtain costs from various suppliers on the agreement to purchase materials at the most favorable rate to the County. The purchase of books and materials is part of the budget for operating supplies for the West Florida Public Libraries and is funded by the Library Fund 113.

IMPLEMENTATION/COORDINATION:

The recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Contracts and Purchasing Policy and Procedure PP130.

Attachments

Exhibit A, BCC Minutes

Exhibit B, Purchase Order

Exhibit C, State Contract Extension

Exhibit D, Diversity Supplier Search Results

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-27. Approval of Various Consent Agenda Items – Continued

17. Continued...

B. Approving, and authorizing the Chairman to sign, the letter of support to James T. Barfield, P.E., supporting the advancement of the Design Phase for the Navy Boulevard Access Management and Beautification Project from FDOT's Fiscal Year 2019 to Fiscal Year 2018.

18. Taking the following action concerning the Interlocal Agreements between Escambia County and the Santa Rosa Island Authority (SRIA), and between Escambia County and the Pensacola Downtown Improvement Board (DIB) (Funding: upon approval of the Interlocal Agreement between Escambia County and the DIB, the County will be reimbursed for all costs incurred by the DIB for the downtown Pensacola pilot trolley service):

A. Approving, and authorizing the Chairman to sign, the amended Interlocal Agreement, subject to Legal review and sign-off, between Escambia County and the SRIA, regarding the use of the open-air beach trolleys in downtown Pensacola; and

B. Approving, and authorizing the Chairman to sign the Interlocal Agreement between Escambia County, Florida and the Pensacola DIB Relating to Mass Transit Service in Downtown Pensacola, regarding the operations and maintenance of the open-air beach trolleys in downtown Pensacola.

19. Authorizing the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-1 for the purchase of materials for the West Florida Public Libraries, from the following vendors, at the estimated annual amounts detailed below (Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601):

Brodart Company – \$200,000
Midwest Tape, LLC – \$96,000

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 170738-1

CHANGE DATE: 11/16/16

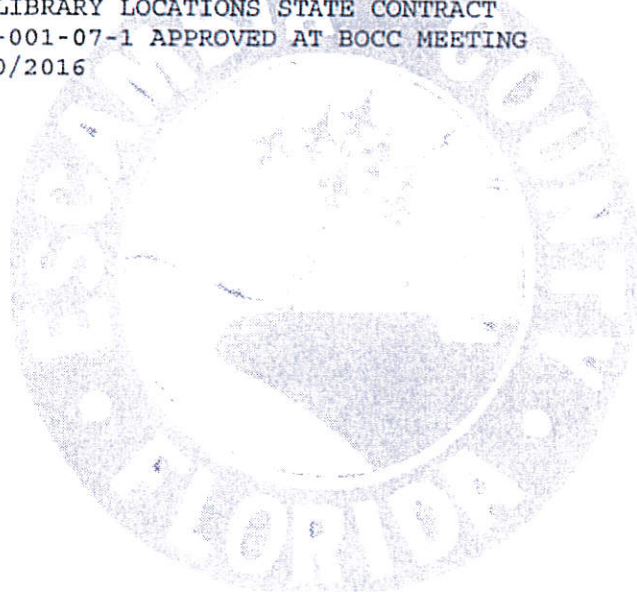
I
 N [PLEASE EMAIL INVOICES TO:]
 V [escambia.invoices@escambiaclerk.com]
 O [CLERK OF THE COURT & COMPTROLLER]
 I [HON. PAM CHILDERS]
 C [221 PALAFOX PLACE, SUITE 140]
 E [PENSACOLA, FL 32502-5843]

V [025970] FAX: 800-999-6799]
 E [BRODART CO]
 N [500 ARCH STREET]
 D [WILLIAMSPORT PA 17701-7809]
 O []
 R []

S [WEST FLORIDA PUBLIC LIBRARY]
 H [239 NORTH SPRING STREET]
 I [PENSACOLA, FLORIDA 32502]
 P []

T []
 O [ATTN: JACQUELIN MAXIM]

ORDER DATE: 11/01/16		BUYER: PURCHASING MANAGER		REQ. NO.: 17000814	REQ. DATE: 10/31/16
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00		BLANKET PURCHASE ORDER FOR BOOKS FOR ALL LIBRARY LOCATIONS STATE CONTRACT #715-001-07-1 APPROVED AT BOCC MEETING 10/20/2016	.0000	.00
					PAGE TOTAL \$.00
					TOTAL \$.00
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE		
01	110501 55201	800.00			
01	110501 56401	5,000.00			
01	110501 56601	-5,800.00			



APPROVED BY *[Signature]*

Original Purchase Order



AMENDMENT NO. 20
Contract Extension
 Contract No.: 715-001-07-1
 Contract Name: Library Materials

This Amendment No. 20 ("Amendment"), effective as of February 28, 2017 between the Department and Contractor amends Contract Number 715-001-07-1, as follows;

WHEREAS, the Parties entered into a State Term Contract which was subsequently renewed through 715-001-07-1 February 28, 2017, and

WHEREAS, in accordance with Section 287.057(12), F.S., and by mutual agreement, the Department and Contractor wish to extend the Contract for a period not exceeding six (6) months;

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following;

- 1.0 **Contract Extension.** The Department hereby executes its extension option for a period of six months, effective February 28, 2017 through August 28, 2017. This extension shall be terminated at the end of six months.
- 2.0 **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- 3.0 **Effect:** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties set their hands and seals as of the date first above written by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
 <Insert Name>

By: _____

By: _____

Name: Debra Forbess
Title: Director of Finance & Administration
Date: <Insert Date>

Name: <Insert Name>
Title: <Insert Title>
Date: <Insert Date>



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

office of supplier DIVERSITY
We serve those who serve Florida

Search Results

Show 10 entries

Search:

Name	Contact	Address	City	State	Phone
MC Squared Group Inc	Michelle Sarra	216 S Tarragona Street	Pensacola	FL	850-435-4600
NAI Print Solutions LLC	Taris Wickizer	457 Strandview Drive	Pensacola	FL	850-637-1260
The Kirkman Co. Inc.	Lisa Kirkman	12230 Halcyon Dr.	Pensacola	FL	850-455-1500

Showing 1 to 3 of 3 entries



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

office of supplier DIVERSITY
We serve those who serve Florida

Search Results

Show 10 entries

Search:

Name	Contact	Address	City	State	Phone
MC Squared Group Inc	Michelle Sarra	1333 College Pkwy #178	Gulf Breeze	FL	850-435-4600
Speedy Stamp & Engraving Co.	Margaret Cunningham	1128 Sunset Lane	Gulf Breeze	FL	850-932-2914

Showing 1 to 2 of 2 entries

Previous 1 Next

Although listed in the Diversity database of possible vendors in Escambia County and Santa Rosa County, none of these listed businesses are book wholesalers that can provide shelf ready library services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution - Project Valor

FloridaWest EDA Recommendation Letter

RESOLUTION NUMBER R2017-___

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RECOMMENDING APPROVAL OF "PROJECT VALOR" AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING LOCAL FINANCIAL SUPPORT FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Project Valor is a multi-state, veteran-owned business and professional technical services company that is considering Escambia County as the location for a new office to serve its western U.S. (California and Nevada) contracts; and

WHEREAS, Project Valor will create 20 new full-time jobs in the area with an average wage of \$46,005.00, exclusive of benefits, which is 115% of Escambia County's average annual wage as reported by the State of Florida Department of Economic Opportunity; and

WHEREAS, Project Valor will provide a minimum capital investment of approximately \$95,000; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida supports the approval of Project Valor as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes; and

WHEREAS, the Board of County Commissioners hereby acknowledges that local financial support of 20% of the total tax refund is required under the provisions of §288.106, Florida Statutes, governing the Qualified Target Industry Tax Refund Program.

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

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

Section 2. That the Board hereby recommends approval of "Project Valor" as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

Section 3. That upon approval of its application, the County will provide local financial support for the Qualified Target Industry Tax Refund Program in the total amount of \$12,000.00, which equals 20% of the tax refund granted to the Qualified Target Industry Business. The local match shall be made available in accordance with the guidelines set forth by the Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" as required by §288.106, Florida Statutes.

Section 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2017.

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

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal
sufficiency.

By/Title: Sheryl A. Aca
Date: 6/9/17



June 8, 2017

Mr. Jack R. Brown, Chief Administrative Officer
Escambia County
221 Palafox Place
Pensacola, FL 32502

Re: Project Valor QTI Recommendation

Dear Mr. Brown:

Florida West Economic Development Alliance has been working with Project Valor and assisting their application to the State of Florida for the Qualified Target Industry(QTI) program. We respectfully request that the Board of County Commissioners approve the Resolution of Local Financial Support for the required 20% cash match of the total tax refund program based on the qualifications of the project:

- Qualified Target Industry - Professional, Scientific and Technical Services (NAICS 541990)
- 20 new jobs, 2 retained jobs
- \$46,005 annual average wages, which is 115% of the current Escambia County average wage
- \$95,000 capital investment, which is leased space with build-out of existing property, including build-out Improvements

The company is a Veteran owned small business in operation for more than 9 years and does not have a presence in Florida. The company is proposing a new office operation in Escambia County to serve new western U.S. contracts. The potential office location sought would provide ample room for development of this new operation in the existing space and room for the company's future growth.

Based on the above project parameters and competitive environment, the project was evaluated and subsequently qualified for several state programs to help induce their location to Escambia County. In addition, the Haas Center UWF provided the following return on investment of Project Valor's 22 net-new jobs in NAICS 541990 in Escambia County:

- will create / support an additional 4-7 jobs (1.2-1.3 multiplier)
- will generate each year an additional \$11-14k in local taxes,
- \$15-30k in state taxes
- will add \$1.2M each year to Escambia's GDP

The QTI program is performance based and includes specific job creation and wage level milestones the company must meet and maintain. Project Valor will also be required to submit an annual claim form and documentation of taxes paid in order to receive this tax refund. Therefore, based on Project Valor's expected performance, FloridaWest EDA recommends Escambia County Commissioners' approve the Resolution of Local Financial Support in the amount of \$12,000 to assist in locating Project Valor to our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Luth", written in a cursive style.

Scott Luth, CEO

T: 850.898.2201
info@floridawesteda.com
floridawesteda.com

117 West Garden Street
Pensacola, Florida 32502



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12367

County Administrator's Report 13. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Interlocal Agreement with Santa Rosa Island Authority for Animal Control Officer Services on Santa Rosa Island

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and Santa Rosa Island Authority for Animal Control Officer Services on Santa Rosa Island - Tim Tolbert, Building Official/Department Director

That the Board take the following action:

A. Approve the Interlocal Agreement between Escambia County, Florida, and Santa Rosa Island Authority Relating to Animal Control Officer Services on Santa Rosa Island; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: Fund 001, General Fund, Cost Center 250207, Account 51201]

BACKGROUND:

Escambia County Animal Control currently responds to complaints of animal control violations on Santa Rosa Island on a priority basis based upon the severity of the complaint. Without an officer present to patrol the beaches, it is difficult to respond to Code violations in a timely manner.

As provided in the Interlocal Agreement, the Santa Rosa Island Authority has agreed to contribute the sum of \$40,000 to fund Animal Control Officer (ACO) services on Santa Rosa Island for a 12-month term with any additional costs borne by the County. During the term of the Agreement, the County shall allocate up to 2,080 hours of ACO services on Santa Rosa Island, which shall not exceed 60 service hours per week.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 250207, Account 51201

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin D. Hual prepared the Interlocal Agreement.

PERSONNEL:

One additional Animal Control Officer must be employed by the County in order to provide 2,080 hours of Animal Control Officer services on Santa Rosa Island.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Approval of the Interlocal Agreement is required.

IMPLEMENTATION/COORDINATION:

The Agreement will be implemented by the County Administrator, or his designee, in coordination with the Executive Director of the Santa Rosa Island Authority.

Attachments

Interlocal Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING
TO ANIMAL CONTROL OFFICER SERVICES ON SANTA ROSA
ISLAND**

THIS AGREEMENT is made by and between the County of Escambia, a political subdivision of the State of Florida (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA has agreed to contribute funds to the County for animal control services on Santa Rosa Island for a twelve (12) month term; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Interlocal Agreement whereby the County will provide animal control services on Santa Rosa Island for a twelve (12) month term.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the SRIA will contribute funds to the County for animal control services on Santa Rosa Island for a twelve (12) month term as provided herein.

1.3 For the purpose of this Agreement, the term *Animal Control Officer* shall mean any individual employed, contracted with, or appointed by the Escambia County Animal Services Division for the purpose of enforcing the laws and ordinances relating to animals as provided in Chapter 10, Escambia County Code of Ordinances. All Animal Control Officers performing services under this Agreement shall be the sole and exclusive employees or agents of the County.

Section 2. Responsibilities of the Parties.

2.1 The SRIA agrees to contribute the sum of forty thousand dollars (\$40,000.00) to the County for Animal Control Officer services on Santa Rosa Island. Within seven (7) days of the effective date of this Agreement, the SRIA shall remit to the County the total amount as a single lump sum payment. The County agrees to bear any and all additional costs necessary to provide Animal Control Officer services on Santa Rosa Island during the term of this Agreement.

2.2 During the term of this Agreement, the County agrees to allocate up to two thousand and eighty (2,080) hours of Animal Control Officer services on Santa Rosa Island ("Service Hours"), which shall not exceed sixty (60) Service Hours per week. Upon the expiration of this Agreement, any remaining Service Hours not utilized during the full term of this Agreement shall be forfeited, and the SRIA shall not be entitled to reimbursement except as provided in Section 3.2 herein.

2.3 Upon the effective date of this Agreement and on or before the twentieth day of each month thereafter, the Executive Director of the SRIA shall provide to the County Administrator, or his or her designee, a schedule setting forth the requested Service Hours for the following month. Service Hours utilized by the SRIA shall be deducted from the total allocation of Service Hours on a bi-weekly basis.

2.4 The County shall be responsible for providing transportation, equipment, and/or supplies as may be required to provide animal control services during the term of this Agreement.

Section 3. Term and Termination.

3.1 The term of this Agreement shall commence upon the Effective Date and continue for a period of twelve (12) months unless earlier terminated as provided in paragraph 3.2 below. Upon mutual agreement of the parties, this Agreement may be extended or renewed.

3.2 This Agreement may be terminated by either party at any time and for any reason upon providing thirty (30) days written notice to the other party. Upon termination, any funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to

this Interlocal Agreement will be returned to the SRIA in the form of a negotiable instrument.

Section 4. Liability.

4.1 The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

4.2 Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 5. Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 6. Assignment.

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 7. 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.

Section 8. 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.

Section 9. Interpretation.

9.1 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.

9.2 References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 10. 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.

Section 11. Further Documents.

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

Section 12. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payment to the County will be sent to:

Director of Administrative Services
P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

Section 13. Prior Agreements Superseded.

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

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

Section 14. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 15. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

**Board of County Commissioners
Escambia County, Florida**

D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

SRIA:

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: Thomas Campanella
Thomas Campanella, Chairman

Date: 5/10/17

ATTEST:

By: Karen Sindel
Karen Sindel, Secretary/Treasurer

Approved as to form and legal sufficiency.

By/Title: Kristin Huafrecht
Date: 5/10/17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12384

County Administrator's Report 13. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

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 a 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/lscntac.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 (As authorized)	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

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

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.

ATTACHMENT F

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 _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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) = $\{[\sum (\text{negative variances})] / \text{total award budget}\} \times 100$.

- 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](#).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](#).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 USA Spending.gov website - www.USA.Spending.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**

<p>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.</p>	
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? 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-12357 **County Administrator's Report** **13. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/22/2017
Issue: Purchase of Aerial Bucket Truck
From: Paul Nobles, Purchasing Coordinator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Aerial Bucket Truck for Public Works/Transportation and Traffic Division - Paul R. Nobles, Office of Purchasing, Purchasing Manager

That the Board take the following action:

A. Authorize the County to utilize the NJPA (National Joint Powers Alliance) Contract #031914-ALT, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, exemptions; and Section 46-64, Board approval; and

B. Approve the issuance of a Purchase Order to Altec Industries, Inc., per the specifications of VE 16-17.011 Transportation and Traffic Division #1 - 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated), in the amount of \$126,928.

[Funding: Fund 175, "Transportation Trust Fund," Cost Center 211201, "Transportation and Traffic," Object Code 56401, "Machinery and Equipment"]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from Florida Contracts, Federal Schedules, or other Purchasing Cooperative Contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners, to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 16-17.011 were posted on February 16, 2017, for a period of 30 days. No responses were received.

BUDGETARY IMPACT:

Fund 175 "Transportation Trust Fund", Cost Center 211201 "Transportation and Traffic", Object Code 56401 "Machinery and Equipment"

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order. In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 30 days.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the necessary Purchase Order.

Attachments

NJPA Contract #031014-ALT

VE 16-17.011 Response Request



Altec Industries, Inc.

Opportunity Number: 749502
 Quotation Number: 350920
 NJPA Contract #: 031014-ALT
 Date: 1/20/2017

Quoted for: Escambia County

Customer Contact:

Phone: /Fax: /Email:

Quoted by: Keith Clement

Phone: 919-528-8054 /Email: keith.clement@altec.com

Altec Account Manager: Winslow Armstead

REFERENCE ALTEC MODEL

AT41M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$116,990
-------	---	------------------

Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	AT41S-PERSONEL	Articulating Telescopic Aerial Device (Non-Insulated AT40S)	-\$2,646
2			
3			
4			

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (Recessed, LED)	\$477
2	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$198
3	CHOCKS	Rubber wheel chocks and holders (Qty. two)	\$51
4			
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$115,070

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Two-Man Aluminum platform	\$2,500
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL	Engine Start/Stop With Secondary Stowage System	\$2,584
6	ELECTRICAL	PURE SINE WAVE INVERTER.1500	\$2,100
7	CHASSIS	2017 FORD F550 4X2	\$3,156
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$10,340

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$125,410

Delivery to Customer: \$1,518

TOTAL FOR UNIT/BODY/CHASSIS: \$126,928

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		Remove Material Handling Jib Winch	-\$2,500
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 270-300 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Creedmoor



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Transportation and Traffic Division of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2017 - or current mfg. year

Model: 17,501 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 TRUCK WITH MOUNTED ARTICULATING TELESCOPIC AERIAL DEVICE WITH MATERIAL HANDLING (INSULATED)

Color: Manufacturer's Standard Color

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$126,928 Per Unit

VE 16-17.011 Transportation and Traffic Division #1 – 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated)

VE 16-17.011 Transportation and Traffic Division #1 – 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated)

SPECIFICATION: 17,501 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 TRUCK WITH ARTICULATING TELESCOPIC AERIAL DEVICE WITH MATERIAL HANDLING (INSULATED)

ENGINE:

- DIESEL ENGINE, MINIMUM 190 HP
- MAINTENANCE FREE HEAVY DUTY BATTERY
- MANUFACTURER'S HEAVY DUTY ENGINE COOLING.
- HEAVY DUTY ALTERNATOR

TRANSMISSION/AXLES:

- MANUFACTURER'S STANDARD AUTOMATIC 4-SPEED TRANSMISSION WITH OVERDRIVE AND MANUFACTURER'S HEAVY DUTY COOLING.
- MANUFACTURER'S STANDARD DRIVE AXLE RATIO FOR ENGINE AND TRANSMISSION COMBINATION.

PERFORMANCE ITEMS:

- MANUFACTURER'S STANDARD POWER STEERING.
- MANUFACTURER'S STANDARD GAUGES.
- HEAVY DUTY FRONT AND REAR SHOCKS.

COMFORT ITEMS:

- AIR CONDITIONING, FACTORY INSTALLED.
- MANUFACTURER'S STANDARD TINTED GLASS ALL AROUND.
- MANUFACTURER'S STANDARD AM/FM STEREO.
- HEAVY DUTY RUBBER FLOOR COVERING INSTEAD OF CARPET.
- VINYL SEATING WITH HEAD RESTS TO ACCOMMODATE 3 PASSENGERS. NEUTRAL GRAY COLOR
- KEYS: TWO (2) PER VEHICLE, SINGLE KEY LOCKING SYSTEM, (EACH VEHICLE KEYED DIFFERENTLY).

VE 16-17.011 Transportation and Traffic Division #1 – 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated)

SAFETY ITEMS:

- DUAL MOUNT OUTSIDE MIRRORS MUST PROVIDE A FIELD OF VISION FOR VEHICLES TO 96" WIDTH, AND FOR TOWING.
- INTERIOR DOME LIGHTS WITH LEFT AND RIGHT DOOR ACTIVATED SWITCHES.
- AIR BAGS FOR DRIVER AND RIGHT FRONT PASSENGER, IF AVAILABLE.

BRAKES:

- REAR ANTI-LOCK BRAKES, MINIMUM.
- POWER BRAKES, FRONT BRAKES DISC TYPE, REAR BRAKES MAY BE DRUM OR DISC.

TIRES AND WHEELS:

- BSW ALL SEASON TREAD RADIAL, 19.5" HEAVY DUTY TRUCK TIRES.

CHASSIS, FRAME, CAB:

- FUEL TANK CAPACITY, 24 GALLONS MINIMUM.
- MANUFACTURER'S STANDARD FRONT BUMPER, BRIGHT OR PAINTED.
- MANUFACTURER'S STANDARD COLORS, FACTORY PAINTED. COLORS TO BE DETERMINED BY INDIVIDUAL AGENCIES.
- CAB & CHASSIS ONLY.
- MINIMUM 17,501 LBS. GVWR.
- CAB TO CENTER OF REAR AXLE - 84" APPROXIMATELY.

WARRANTY

MINIMUM:

- ENGINE 5 YEAR, 100,000
- POWER TRAIN 5 YEAR , 60,000
- BUMPER TO BUMPER 3 YEAR, 36,000
- CORROSION/PERFORATION 5 YEAR, UNLIMITED
- SAFETY RESTRAINT 5 YEAR, 60,000

VE 16-17.011 Transportation and Traffic Division #1 – 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated)

OPTIONS: ARTICULATING TELESCOPIC AERIAL DEVICE WITH MATERIAL HANDLING (INSULATED)

- GROUND TO BOTTOM OF PLATFORM: 40.8 FEET
- MAXIMUM SIDE REACH: 30.1 FEET
- BOOM ARTICULATION (LOWER BOOM): -25 TO 85°
- ROTATION: CONTINUOUS
- 4-FUNCTION, SINGLE HANDLE UPPER CONTROL
- COMPENSATED ARTICULATING ARM
- HYDRAULIC BOOM EXTENSION
- INSULATED, ANSI CATEGORY C, 46 kV AND BELOW
- 2-MAN END MOUNTED ALUMINUM PLATFORM WITH 180° PLATFORM ROTATION AND UP TO 600 LB (272 KG) CAPACITY
- HYDRAULIC PLATFORM LEVELING
- FULL PRESSURE, OPEN CENTER HYDRAULIC SYSTEM
- EMERGENCY STOP VALVES AT UPPER AND LOWER CONTROL STATIONS
- TOOL CIRCUIT AT PLATFORM
- BACK-UP ALARM
- OUTRIGGER MOTION ALARM AND OUTRIGGER INTERLOCKS
- FOUR (4) POINT STROBE SYSTEM (RECESSED LED)
- 120 VOLT GFCI RECEPTACLE, INCLUDES WEATHER-RESISTANT ENCLOSURE
- RUBBER WHEEL CHOCKS AND HOLDERS (QTY. TWO)
- ENGINE START/STOP WITH SECONDARY STOWAGE SYSTEM
- PURE SINE WAVE INVERTER 1500

VE 16-17.011 Transportation and Traffic Division #1 – 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated)

Posting Date	Wednesday, February 15, 2017
Due Date for Offers	Thursday, March 16, 2017
Depart.	Transportation & Traffic Division
Fleet Maint.	Terry Grey, Fleet Maintenance

VE 16-17.011 Transportation and Traffic Division #1 – 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated)

Offers for the sale of vehicles meeting the specifications for VE 16-17.011 as listed will be accepted until **5:00 pm on Wednesday, March 16, 2017**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
 Matt Langley Bell, III Bldg.,
 213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number VE 16-17.011 Transportation and Traffic Division #1 – 17,501 lb. GVWR Cab & Chassis (Dual Rear Wheel) 4x2 Truck with Mounted Articulating Telescopic Aerial Device with Material Handling (Insulated) and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12385 County Administrator's Report 13. 17.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Juvenile Justice Detention Center Lease at 1800 St. Mary Street

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Street - Jack R. Brown, County Administrator

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, , from July 1, 2017, to June 30, 2020.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be \$324,566.35]

BACKGROUND:

The current lease with the Department of Juvenile Justice Detention Center expires June 30, 2017. This Agreement for Lease Extension will extend the lease for an additional 3 years beginning July 1, 2017 and ending June 30, 2020. Lease payments will be adjusted annually per Exhibit B with the cost of utilities adjusted each January.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be \$324,566.35.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Lease Extension was prepared in conjunction with the County Attorney's Office, and was approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Detention 3 Year Lease



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

WHEREAS, the Department of Juvenile Justice, as Lessee, has previously entered into Lease Number 800:0331, on June 21st, 2007 which became effective July 1st, 2007 and consists of 30,355 square feet; the current Lessor being ESCAMBIA COUNTY

and WHEREAS, the current description of the leased premises is:

1800 St. Mary Avenue Pensacola, Fl. as shown on the drawing attached as Exhibit A (Premises)

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. **Agreement for Lease Renewal:**

Lessor and Lessee agree that, pursuant to Article _____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____ and ending _____.

2. **Agreement for Lease Extension:**

Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 36 month(s), beginning July 1st, 2017 and ending June 30th, 2020.

3. **Restructuring the Rental Rate:**

Commencing _____, the Lease referenced above is amended to increase or decrease the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. **Increase or Decrease Square Footage:**

Commencing _____, the Lease referenced above is amended to increase or decrease the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. **Change the Renewal Option Terms:**

Commencing _____, the Lease is hereby amended to change the renewal option periods from _____, _____ year periods to _____, _____ year periods.

6. **Cooperation with the Inspector General:**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

7. Other:

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

8. Effective Rental Rates – Square Footage (see attached Exhibit "B")

TERM		RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
Start (MM/DD/YYYY)	End (MM/DD/YYYY)			
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum _____ effective _____, _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing _____, _____, said lease is hereby amended and modified to incorporate Addendum _____.



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the _____

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Date: _____

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X	_____	_____	_____
	Agency Head or Authorized Delegate	Printed Name/Title	Date
X	_____	_____	_____
	Agency Office of General Counsel	Printed Name	Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X	_____	_____	_____
	Chief Real Property Administrator	Printed Name/Title	Date
X	_____	_____	_____
	Secretary or Authorized	Printed Name	Date
X	_____	_____	_____
	DMS Office of General Counsel	Printed Name	Date

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Jan 24, 2017

Page: 3 of 3
Form: 4040
Rev. Date: 7/15

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the parcel of property being the site of the Juvenile Justice Center:

Six (6) acres of land in the Southeast center of the North half of Lot 2, Section 17, Township 2 South, Range 30 West, according to U. S. Official Survey, the said 6 acres being bounded as follows: Beginning at the Southeast corner of said N ½ of Lot 2, thence West 501.00 feet 4 inches to a stake, thence North 501 feet 4 inches to a stake, thence South along East line of said Lot 2 a distance of 501 feet 4 inches to point of beginning. The said N ½ of Lot 2 is suppose to be Lot 15 according to Plan subdivision said section 17 now on file in the Office of the Escambia County Abstract Company, Pensacola, Florida and reputed to have been made by Geo. Brainerd and Geo. W. McIntyre, said property being in Escambia County, Florida.

The detention area of said building thereon being leased to the Department of Juvenile Justice.

Exhibit "B"
 Department of Juvenile Justice
 Lease No.: 800:0331
 Pensacola Detention Center
 30,355 Sq. Ft./Net Rentable

Term	Base Rent \$2.22 Sq. Ft.	Building Insurance @ 32.5%	Int and Ext. Maintenance, Pest Control, Janitorial Services @ \$6.00/Sq Ft	Renovations, Permits, Design, Debt Service, Fire Inspection Fees, Assessments, Taxes @\$1.50/per sq ft	5% County Overhead	Total	Annual	Monthly	Annual Rate Per Square Foot
July 1, 2017 - June 30, 2018	\$ 67,388.10	\$ 14,060.21	\$ 182,130.00	\$ 45,532.50	\$ 15,455.54	\$ 324,566.35	\$ 324,566.35	\$ 27,047.20	\$ 10.69
July 1, 2018 - June 30, 2019	\$ 69,409.74	\$ 14,763.22	\$ 187,593.90	\$ 45,532.50	\$ 15,864.97	\$ 333,164.33	\$ 333,164.33	\$ 27,763.69	\$ 10.98
July 1, 2019 - June 30, 2020	\$ 71,492.04	\$ 15,501.38	\$ 193,221.72	\$ 45,532.50	\$ 16,287.38	\$ 342,035.02	\$ 342,035.02	\$ 28,502.92	\$ 11.27

Yearly a 3% Increase on Base Rent, Int and Ext Maintenance, Pest Control, & Janitorial Services. 5% Increase for Insurance

Utilities will be billed separately at \$4.11 with an increase of 3% per year and will be recalculated each year in January preceding the beginning of the new lease year.

	Utilities
July 1, 2017 - June 30, 2018	\$ 124,759.05
July 1, 2018 - June 30, 2019	\$ 128,501.82
July 1, 2019 - June 30, 2020	\$ 132,356.88



STATE OF FLORIDA
Disclosure Statement
 Department of Management Services Form 4114

Lease Number: 8 0 0 : 0 3 3 1

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. Publicly Owned Facility
- b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: Escambia County, Florida
 Titleholder FEIN or SSN: F59-6000598003
 Name of facility: Escambia Regional Detention Center
 Facility street address: 1800 St. Mary Avenue
 Facility city, state, zip code: Pensacola, FL 32501

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes No
If "Yes," please proceed to section 4.
- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes No
If "Yes," please proceed to 2.c.
- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes No
If "Yes," please proceed to 2.d.
- d. Is the facility listed above financed with any type of local government obligations? Yes No
If "Yes," please stop and immediately contact your state leasing representative.

3. Ownership Disclosure List - (additional pages may be attached)

a. Name	Government Agency (if applicable)	Extent of Interest (Percent)
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%

b. The equity of all others holding interest in the above named facility totals: _____

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

D. B. Underhill, Chairman

This is to certify that I, D. B. Underhill, as Chairman, am authorized to sign for the required information thereon.

Date Signed: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By J. Childers
Title Asst. County Attorney
Date Jan. 24, 2017

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's standard form of agreement and Purchase Order.

Attachments

Agreement - Bristol Park

Bid Tabulation

Bellview Site Contractors Bid

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

Bellview Site Contractors, Inc.

For

PD 16-17.032, Bristol Park Demolition

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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[Description/Sheet No./Date]	
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Exhibit J/Supplemental Terms and Conditions	
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND Bellview Site Contractors, Inc. FOR STANDARD
ROAD/DRAINAGE CONSTRUCTION CONTRACT
DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Bellview Site Contractors, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 16-17.032, Bristol Park Demolition ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Two Hundred Forty Thousand Eight Hundred Eighty Eight Dollaars

240,888,.00

SECTION 4. BONDS

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Thirty (30) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Sixty (60) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion

of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Payment Adjustment - Bituminous Material
- Exhibit H: Technical Specifications
- Exhibit I: Plans & Standard Details prepared by or for County and Identified as

follows:

TITLE SHEET NO. DATE

- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Terri Berry, Engineering Project Manager

- B. All correspondence with the Contractor will be addressed to the following:

Bellview Site Contractors, Inc.
3300 Godwin Lane
Pensacola, Florida 32526
Attention: Stan Barhard, President

- C. Either party may change its above noted address by giving written notice to the other party

in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if

any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

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

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

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

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:

Bellview Site Contractors, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: Stan Barhard, President

(Corporate Seal)

Date: _____

BCC Approved: June 22, 2017

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

- 1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

- 1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 2. SCHEDULE

- 2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

- 3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.6 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.7 Applications for Payment will not be approved unless all submittals required by the Contract

documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

- 4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

- 5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

- 6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

- 6.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 6.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 6.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 6.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 7.1.** Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 7.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

- 7.1.2.** Soil conditions which adversely affect the Work;
- 7.1.3.** The hours of operation by Contractor's personnel and subcontractor's personnel;
- 7.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5.** All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6.** Description of Work being performed at the Project site;
- 7.1.7.** Any unusual or special occurrences at the Project site;
- 7.1.8.** Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 7.2.** Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 7.3.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

- 8.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:

 - 8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
 - 8.4.2.** The weather was unusual as documented by supporting data.
 - 8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
 - 8.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

- 9.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

- 9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

- 10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

- 11.1.** County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 11.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 11.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

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

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

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.3** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.4** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.5** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved

in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.6** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.7** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.8** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Section 14. CLEANUP AND PROTECTIONS

- 14.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 14.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

- 15.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

- 16.1.** Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 16.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 16.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

- 17.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8)

makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 17.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 17.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 17.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 17.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 18.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 18.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

- 19.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 19.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

- 20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

- 21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 21.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 21.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 22. TESTS AND INSPECTIONS

- 22.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 22.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 23.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

- 27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 27.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. SAFETY

- 28.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligees in the sum of

____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Obligees for Contract No. _____, _____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligees any and all losses, damages, costs and attorneys' fees that Obligees sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by _____, as _____ of

_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)
Name: _____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____

(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),

(Insert name)

located at _____, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1)** Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2)** The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3)** The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4)** Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5)** The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6)** In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

CONSTRUCTION CHANGE ORDER

Change Order Number _____

Contract Number PD _____

Date: _____

Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Amount	\$ _____	Agreement

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or

greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20__

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(I_d-I_b) where:
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ' Bid unit price for Bituminous Material.
I_d ' Asphalt Price Index during the month in which the material is incorporated into the project.
I_b ' Asphalt Price Index during the month in which bids were received for this contract.
 - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
 - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Bristol Park Demolition BID # PD 16-17.032								
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 05/10/2017 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
NAME OF BIDDER									
BKW Inc	Yes	Bond	N/A	Yes	Yes	Yes	Yes	Yes	\$344,116.89
Cross Environmental Services Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$468,750.00
HHHConstruction of NWF Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$877,600.00
Bellview Site Contractors Inc	Yes	Yes	N/A	Yes	Yes	Yes	No	Yes	\$240,888.00
Andala Enterprises Inc	Yes	Yes	N/A	No	No	Yes	Yes	No	\$402,000.00
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCCM, Interim Purchasing Manager					DATE: 05/10/2017			
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate					DATE: 05/10/2017			
BIDS WITNESSED BY:	Jeffrey Lovingood, Purchasing Specialist					DATE: 05/10/2017			

**CAR
DATE**

**BOCC
DATE**

The Purchasing Manager/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Bellview Site Contractors, Inc., per the terms and conditions of PD 16-17.032, Bristol Parks Demolition, for a sum of \$240,888.00.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Paul R. Nobles
Senior Purchasing Coordinator
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32591-1591
 Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

Bristol Park Demolition

SOLICITATION NUMBER: PD 16-17.032

SOLICITATION

MAILING DATE: Monday, April 10, 2017

PRE-BID CONFERENCE: A Mandatory Pre Bid Conference will be held on **Wednesday, April 19, 2017 at 1:30 p.m. CDT**, held at the Office of Purchasing, Conference Room 11.407 213 Palafox Place, 2nd Floor Matt Langley Bell III Building, Pensacola, Florida 32502. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

ALL BIDDERS MUST ATTEND. OFFERS RECEIVED FROM BIDDERS NOT IN ATTENDANCE WILL NOT BE ACCEPTED.

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, WEDNESDAY, May 10, 2017** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

04-3678901

TERMS OF PAYMENT:

End of project

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Bellview Site Contractors Inc

REASON FOR NO OFFER:

ADDRESS: 3300 Godwin Lane

CITY, ST. & ZIP: Pensacola FL 32526

PHONE NO.: 850 944-5388

EMAIL: bellviewsite@bellsouth.net

BID BOND ATTACHED \$ 6,153.50

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

Stan Bernard
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Stan Bernard
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
 (MANUAL)

**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

Bristol Park-Bristol Creek Bid Tab				
Property Address	Unit	Quantity	Unit Price	Amount
2703 Silhouette	LS	1		11,121.00
2703 Ashbury Lane	LS	1		12,921.00
2707 Ashbury Lane	LS	1		13,121.00
2709 Ashbury Lane	LS	1		11,121.00
3010 Ashbury Lane	LS	1		14,955.00
10020 Bristol Park	LS	1		12,949.00
Base Bid Subtotal				

10070 Bristol Park 12,455.00
 9980 Bristol Park 13,606.00
 3018 Ashbury 20,821.00
Base Bid Subtotal \$123,070.00

Bristol Park-Bristol Creek Bid Tab

Alternate :

Undetermined Address	Unit	Quantity	Unit Price	Amount
3,000-3,500 SF Home	LS	3	11,371.00	34,113.00
3,501-4,500 SF Home	LS	2	13,621.00	27,242.00
4,501-5,000 SF Home	LS	2	15,871.00	31,742.00
5,501-6,000 SF Home	LS	1	18,721.00	18,721.00
Pool Decommission	LS	3	2,000.00	6,000.00
Alternate Additive Total				117,818.00
Total Bid				240,888.00

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number
P02 0000 53319

Person to contact regarding this bid
944 5388
Stan Burnard

Florida DBPR Contractor's License, Certification and/or Registration No. DC 2001

Type of Contractor's License, Certification and/or Registration
Demolition

Person to contact for emergency service:
Stan Burnard

Expiration Date: 3/3/18

Phone 944-5388

Email delviewsite@bellsouth.net

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
<u>Demolition</u>	<u>\$100.00 Each Residence</u>

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Bellview Side Contractors Inc
Business Name

By: Stan Barnard
Signature

Name: Stan Barnard
Printed

Title: President
Printed

Date: 5/10/17

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, Stan Barnard, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Bellview Side Contractors Inc.

By: Stan Barnard
Signature

Stan Barnard President
Name and Title

3300 Godwin Lane
Street Address

Pensacola, FL 32526
City, State, Zip

5/10/17
Date

Escambia County
Recipient's Name

16HM-H4-01-27-01-XXX
DEM Contract Number

4177-08-R
FEMA Project Number

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to City of Pensacola
(print name of the public entity)
by Stan Burnard President
(print individual's name and title)
for Bellview Site Contractors Inc.
(print name of entity submitting sworn statement)

whose business address is

3300 Godwin Lane Pensacola, FL 32526

and (if applicable) its Federal Employer Identification Number (FEIN) is:

04-3678901

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Stan Bernard
(signature)

Sworn to an subscribed before me this 10th day of May, 20 17

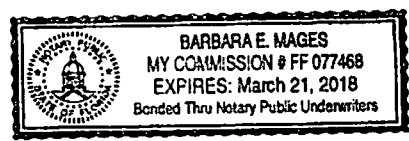
Personally known Stan Bernard Barbara Magez

OR produced identification _____ Notary Public - State of Florida

My commission expires 3/21/18

(Type of identification)

Barbara Magez Barbara E Magez
(Printed typed or stamped commissioned name of notary public)



Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Bellview Side Contractors does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Steve Bernard
Offeror's Signature

5/10/17
Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
 Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: PO 2006053319

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Stan Barnard Secretary: (Debbie Barnard)
Vice President: Clay Wise Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):
Bellview Side Contractors Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: n/a
City, State Zip: _____
Street Address: 3300 Godwin Lane
City, State, Zip: Pensacola, Fl 32526

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: 04-3678901
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Stan Burnard E-mail:
bellviewsite@bellsouth.net
Telephone Number: 944-5388 Facsimile Number: 944-5390

Name of individual who will sign the instrument on behalf of the company:

Stan Burnard
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

President

END

(850) 488-9000 Verified by: _____ Date: _____

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Alan Bernard Date: 5/10/17 Authorized Signature

Title: President

DISCLOSURE OF LOBBYING ACTIVITIES

1. Type of Federal Action: <input checked="" type="radio"/> a. contract <input type="radio"/> b. grant <input type="radio"/> c. cooperative agreement <input type="radio"/> d. loan <input type="radio"/> e. loan guarantee <input type="radio"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="radio"/> a. bid/offer/application <input type="radio"/> b. initial award <input type="radio"/> c. post-award	3. Report Type: <input checked="" type="radio"/> a. initial filing <input type="radio"/> b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: <u>Bellview Site Constructors Inc</u> <u>3300 Godwin Lane</u> <u>Pensacola, FL 32526</u> Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: <u>FEMA</u>	7. Federal Program Name/Description: <u>Bristol Parks Demolitions</u> CFDA Number, if applicable: _____	
8. Federal Action Number, if known: <u>4177-08-R</u>	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): <u>Bellview Site Constructors Inc</u> <u>3300 Godwin Lane</u> <u>Pensacola, FL 32526</u>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Stan Barnard</u> Print Name: <u>Stan Barnard</u> Title: <u>President</u> Telephone No.: <u>944-5388</u> Date (mm/dd/yyyy): <u>10/10/17</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



**ESCAMBIA COUNTY
CONTRACTOR COMPETENCY BOARD**

Building Inspections Department

3363 West Park Place

Pensacola, FL 32505

(850) 595-3550

(850)595-3401

www.myescambia.com

License No. DC2001

Status: Active

Category: Demolition

Expiration Date: 03/13/2018

Contractor Name: Stanley G. Barnard Jr

Business Name: BELLVIEW SITE CONTRACTORS INC

Address:

3300 GODWIN LANE

W/C Expiration Date: 11/10/2017

PENSACOLA, FL. 32526

Insurance Expiration Date: 01/18/2018

Expired or cancelled insurance automatically inactivates a license. Proof of current insurance must be provided in order to reactivate the license. Any license may be put on inactive status for an annually paid fee.

Any name, address or other status changes must be submitted to this office, in writing, within thirty (30) days.

**BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL**

JANET HOLLEY, CPC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
SEPTEMBER 30, 2017

THE ISSUANCE OF THIS RECEIPT DOES
NOT ENSURE COMPETENCY

2016 / 2017

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

SPECIALIZED CONTRACTOR
3300 GODWIN LN

BELLVIEW SITE CONTRACTORS INC
3300 GODWIN LANE
PENSACOLA, FL 32526

Paid 08/05/2016 Receipt # 161-16-00146037 26.25

ACCT# 16586 GROUP TYPE 30154 TOTAL 26.25

This business tax receipt is in addition to and not in lieu of any other license
required by law or municipal ordinance and is subject to regulations
of zoning, health, contractor licensing, and other lawful authority.
OWNER: BARNARD STAN

DETACH BEFORE DISPLAYING RECEIPT



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12375

County Administrator's Report 13. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/22/2017

Issue: Amendment of Agreement, OLF-X Phase 1 - Earthwork

From: Paul Nobles, Purchasing Coordinator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for OLF-X Phase 1, Earthwork - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement between Escambia County, Florida, and J. Miller Construction, Inc., per the terms and conditions of PD 15-16.067, OLF-X Phase 1 – Earthwork, which was approved by the Board August 3, 2016, to amend the agreement as follows:

Exhibit A, Section 4, Paragraph 4.5 of the Agreement is hereby amended as follows:

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. After 50-percent completion of the Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment whichever is less. In addition, after 50-percent completion of the Work, the Contractor may request the release of up to one-half of the retainage then held by the County, and unless there are adequate grounds to withhold payment, the County shall release that portion of the retainage. The remainder retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

~~Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.~~

Exhibit A, Section 4 of the Agreement is hereby amended to include the following:

4.9 All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

BACKGROUND:

The Board approved the agreement between J. Miller Construction, Inc. and Escambia County, Florida on August 3, 2016.

J. Miller Construction, Inc. has completed in excess of 50% of the project.

The project is located in Section 32, Township 4 North, Range 29 West, Santa Rosa County, Florida, and includes approximately 600 acres. The purpose of this project is to prepare the site for a future airfield training facility.

The site was previously used for silviculture activities and timber was last harvested in 2015. Phase 1 will include installation of silt fence, hay bales and other means to control erosion and sedimentation, clearing, grubbing, stump removal and disposal, earthwork, grassing, and perimeter fence with gates. Phase 1 shall also include the construction of two pinnacle landing pads, runway sub-grading, stormwater depression areas, and a perimeter road.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal in Monday, June 13, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Monday, June 20, 2016. Twelve firms were represented at that meeting. Bids were received from six contractors on Tuesday, July 5, 2016. J. Miller Construction is the lowest responsible and responsive bidder. The apparent low bidder was deemed not responsible and rejected.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement prepared by Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

Amendment of Agreement

**AMENDMENT OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA
AND J. MILLER CONSTRUCTION, INC. (PD 15-16.067)**

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 J. Miller Construction, Inc., a Florida for-profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 59-3638214, with a principal address of 8900 Waring Road, Pensacola, Florida 32534.

WITNESSETH:

WHEREAS, on or about August 3, 2016, the County previously entered into an agreement with the Contractor relating to the OLF-X Phase I- Earthwork project, Specification No. P.D. 15-16.067 (hereinafter referred to as the "Agreement"); and

WHEREAS, in accordance with the requirements of the Local Government Prompt Payment Act, the parties have agreed to amend **Exhibit A** to the Agreement to revise Section 4, Paragraph 4.5 of the agreement relating to the amount of retainage withheld from each payment after satisfactory completion of 50% of the scope of work; 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. **Exhibit A, Section 4, Paragraph 4.5** of the Agreement is hereby amended as follows:

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. After 50-percent completion of the Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. In addition, after 50-percent completion of the Work, the Contractor may request the release of up to one-half of the retainage then held by the County, and unless there are adequate grounds to withhold payment, the County shall release that portion of the retainage. The remainder retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

~~Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.~~

3. **Exhibit A, Section 4** of the Agreement is hereby amended to include the following:

4.9 All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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

5. The effective date of this Amendment shall be on the date last executed by the parties.

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

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

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

Witness

By: _____
Jack R. Brown, County Administrator

Witness

Date: _____

BCC Approved: _____

CONTRACTOR: J. Miller Construction, Inc., a Florida corporation authorized to conduct business in the State of Florida

ATTEST: Corporate Secretary

By: _____
Eli Miller, Vice President

By: _____

Date: _____

(Corporate Seal)

Approved as to form and legal sufficiency.

By/Title: Eli Miller ACA
Date: 6/2/17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12340

County Administrator's Report 13. 1.

BCC Regular Meeting

Discussion

Meeting Date: 06/22/2017

Issue: Acquisition of Real Property Located at 14777 Perdido Key Drive

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 14777 Perdido Key Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Acquisition of Real Property located at 14777 Perdido Key Drive:

- A. Approve, by super majority vote, or deny the counter offer purchase price of \$950,000, for property located at 14777 Perdido Key Drive;
- B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.91 acres) located at 14777 Perdido Key Drive, from the property owners, and to 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 this property without further action of the Board (if the purchase is approved).

[Funding Source: Fund 352, "LOST III," Cost Center 110267, Object Code 56101, Project #17PF3862]

BACKGROUND:

Meeting in regular session on April 6, 2017, the Board approved staff to pursue the acquisition of 14777 Perdido Key Drive.

Escambia County staff had two appraisals performed on this property, which valued the property at \$795,000 and at \$950,000. The average of the two appraisals is \$872,500. The acquisition of this parcel would expand and enhance public access to the Gulf of Mexico and is ideal since it is located next to an existing public beach access. The property was previously a condominium development with 10 (ten) units. It is

currently vacant and the owners of the units are considered to be owners of the whole property.

Meeting in regular session on May 25, 2017, the Board approved for staff to make an offer of \$872,500 to the owners of the property. The property owners have countered with \$950,000, stating that the property located at 14009 Perdido Key Drive recently sold for \$11,666 per front foot. Prorating that price to 14777 Perdido Key Drive's front footage would put this property close to the million dollar mark. The property owners have agreed to sell for \$950,000, which was the final estimate of value given by Sherrill Appraisal Company. The property at 14009 Perdido Key Drive was used as a Comparable Land Sale in the Sherrill Appraisal (information provided in backup).

BUDGETARY IMPACT:

Funds are available in Fund 352, "LOST III," Cost Center 110267, Object Code 56101, Project #17PF3862.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be reviewed and approved by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

All work associated with this acquisition 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 Escambia County Code of Ordinances.

Attachments

McKenney Appraisal

Sherrill Appraisal

Map

BCC 4-6-17

BCC 5-25-17

Counter Offer 14777 PKD

Excerpt Comp Sale 14009 PKD

LAND APPRAISAL REPORT

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: **14777 Perdido Key Drive** City: **Pensacola** State: **FL** Zip: **32507**
 Borrower: **N/A** Owner of Public Record: **Various** County: **Escambia**
 Legal Description: **See Attached Addendum**
 Assessor's Parcel #: **Various** Tax Year: **2016** R.E. Taxes: **\$9,443.51 (est.)**
 Neighborhood Name: **Perdido Key Gulfside** Map Reference: **Z13** Census Tract: **37860-12-033-0026.02**
 Special Assessments: **N/A** PUD Yes No HOA: \$ **N/A** Per Year Per Month
 Property Rights Appraised: Fee Simple Leasehold Other (describe) _____
 Assignment Type: Purchase Transaction Refinance Transaction Other (describe) **Client financial planning**
 Lender/Client: **Escambia County** Address: **3363 West Park Place, Pensacola, FL 32505**

CONTRACT ANALYSIS

I did I did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
There is no sales contract of which we are aware.
 Contract Price \$: _____ Date of Contract: _____ Is the property seller the owner of public record? Yes No Data Source(s) _____
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. \$ _____

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit			5 %
Built-Up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit			0 %
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input checked="" type="checkbox"/> Over 6 mths	200 Low	New	Multi-Family			30 %
Neighborhood Boundaries: The subject market area is considered to be the Florida side of Perdido Key.						1,050 High	40	Commercial	10 %
						340-410 Pred.	10-15	Other Vacant	55 %

	Good	Aver.	Fair	Poor		Good	Aver.	Fair	Poor
Convenience to Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Property Compatability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: **See Attached Addendum**

Market Conditions (including support for the above conclusions): **Following several years of per unit price declines, which included foreclosures during the last recession and a few more years of stagnation after the British Petroleum/Deepwater Horizon oil spill, market conditions have shown a tendency toward more positive activity during the last eighteen to twenty-four months. Still, the 64-unit Vista Del Mar is the only mid-rise condominium to be completed in over a decade on Perdido Key. In general, per unit pricing is showing a wider than typical variance, as the market adjusts to find its point of equilibrium.**

SITE DESCRIPTION

Dimensions: **100'** Area: **0.9162** Acres Sq.Ft. Shape: **Rectangular** View: **Gulf of Mexico**
 Zoning Classification: **CC-PK** Zoning Description: **Commercial Core-Perdido Key**
 Zoning Compliance: Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe) _____
 Uses permitted under current zoning regulations: **Mixed-use, including residential & lodging at high densities and commercial retail sales & services.**
 Highest & Best Use: **Apartment condominium development**
 Describe any improvements: **None.**
 Do present improvements conform to zoning? Yes No No improvements If No, explain: _____
 Present use of subject site: **Vacant** Current or proposed ground rent? Yes No If Yes, \$ _____
 Topography: **Beach shoreline with dunes** Size: **0.9162 Acres** Drainage: **Unknown**
 Corner Lot: Yes No Underground Utilities: Yes No Fenced: Yes No If Yes, type: _____
 Special Flood Hazard Area Yes No FEMA Flood Zone: **VE/AE/AO** FEMA Map #: **12033C0512G** FEMA Map Date: **09/26/2006**

UTILITIES	Public	Other	Provider or Description	Off-Site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Surface	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>		Street Type/Influence		<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter	None	<input type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Street Lights		<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Alley		<input type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market? Yes No If No, describe: _____
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe:

The entire subject parcel is located within an area of potential flood hazard. Additionally, the approximate south 40% of the subject parcel is encumbered with a Beach Restoration, Nourishment, and Erosion Control Easement. This is a temporary easement that expires December 31, 2026. The presence of the Beach Mouse on the island requires special consideration for costs of habitat identification.

Site Comments: **The subject is a vacant parcel of land having 100 feet of frontage along the north shore of the Gulf of Mexico. The parcel is still condominiumized with 10 parts. The property has been listed for sale on the local PARMLS for the last three years. The current asking price is \$1,000,000. With the land being approximately 0.9162 acres, this asking price equates to about \$1,091,465 per acre. The CC-PK zoning allows for development of 13 dwelling units per acre. The subject can legally support up to 11 dwelling units. Physically, with side setbacks at 10 feet, this 100-foot wide parcel could support a building that is 80 feet wide. As noted above, the parcel is encumbered with a temporary easement. This easement is not considered to be a deterrent to development, as it is located south of the dune line in an area that is not eligible for construction anyway.**

LAND APPRAISAL REPORT

There are **1** comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ **1,290,000** to \$ **1,290,000**
 There are **5** comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ **500,000** to \$ **2,000,000**

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Address	14777 Perdido Key Drive	14600 block Perdido Key Drive	14721 Perdido Key Drive	14599 & 14601 Perdido Key Drive
City/ST/Zip	Pensacola, FL 32507	Pensacola, FL 32507	Pensacola, FL 32507	Pensacola, FL 32507
Proximity to Subject		900' to the East	510' to the East	1,495' to the East
Data Source(s)	Inspection	Metro Market Trends	Metro Market Trends	Metro Market Trends
Verification Source(s)	Public Records	Public Records	Public Records	Public Records
Sale Price	\$ TBD	\$ 730,000	\$ 720,000	\$ 3,080,000
Price/Acres	\$ 0	\$ 851,610	\$ 833,140	\$ 1,176,111
Date of Sale (MO/DA/YR)	Current	02/12/2016	07/15/2016	12/28-29/2016
Days on Market	180-270	Unknown	Unknown	Unknown
Financing Type	Conventional	Conventional	Conventional	Conventional
Concessions	None	None	None	None
Location	Gulf Front	Gulf Front	Gulf Front	Gulf Front
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size Acres	0.9162	0.8572	0.8642	2.6188
View	Gulf of Mexico	Gulf of Mexico	Gulf of Mexico	Gulf of Mexico
Topography	Coastal Dunes	Coastal Dunes	Coastal Dunes	Coastal Dunes
Available Utilities	elec,wtr,ss	elec,wtr,ss	elec,wtr,ss	elec,wtr,ss
Street Frontage	100'	95'	90'	300'
Street Type	Asphalt	Asphalt	Asphalt	Asphalt
Water Influence	Gulf Front Beach	Gulf Front Beach	Gulf Front Beach	Gulf Front Beach
Fencing	None	None	None	None
Improvements	None	None	None	None
Net Adjustment (Total, in \$)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0
Adjusted sales price of the Comparable Sales (in \$)		Net Adj. 0.0% Gross Adj. 0.0%	Net Adj. 0.0% Gross Adj. 0.0%	Net Adj. 0.0% Gross Adj. 0.0%

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal.
 The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: **Pensacola Association of Realtors Multiple Listing Service (PARMLS), Metro Market Trends, public records.**

The appraiser's research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: **Pensacola Association of Realtors Multiple Listing Service (PARMLS), Metro Market Trends, public records.**

The appraiser's research did did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: **Pensacola Association of Realtors Multiple Listing Service (PARMLS), real estate professionals.**

Listing/Transfer History	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
(if more than two, use comments section or an addendum.)	\$ N/A None	\$ N/A None	\$ N/A None	\$ N/A None
	\$	\$	\$	\$

Subject Property Is Currently Listed For Sale? Yes No Data Source: **Listing Broker, PARMLS**

Current Listing History	List Date	List Price	Days on Market	Data Source
	04/14/2014	\$ 1,000,000	1,107	PARMLS

Subject Property has been listed within the last 12 Months? Yes No Data Source: **PARMLS**

12 Month Listing History	List Date	List Price	Days on Market	Data Source
	See above	See above	See above	See above

Comments on Prior Sales/Transfers and Current and Prior Listings: **There have been no sales of the subject property, or any condominiumized portion of the subject property during the last three years. The subject property has been listed for sale on the PARMLS for over three years; it is currently asking \$1,000,000.**

Summary of the Sales Comparison Approach: **See Attached Addendum**

Reconciliation Comments: **Two analyses have been conducted within this appraisal to determine the market value of the subject property. The analyses yielded indications of value of \$801,675 and \$790,000 for the subject property. With equal weight to each, it is our opinion that the market value of the subject property is \$795,000.**

This appraisal is made "as is", or subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:

Opinion of Market Value: \$ **795,000**, as of: **April 26, 2017**, which is the date of inspection and the effective date of this appraisal.

APPRAISAL REPORT

OF A

COMMERCIAL WATERFRONT LAND PARCEL

LOCATED AT

**14777 PERDIDO KEY DRIVE
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32507**

EXCLUSIVELY FOR

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT

AS OF

APRIL 27, 2017

BY

**CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

32502

APPRAISAL REPORT

The subject property consists of a vacant commercial waterfront land parcel that is located at 14777 Perdido Key Drive in Pensacola, Florida. It should be noted that the gulf-front property is comprised of multiple parcels (tax accounts) that have been appraised as a combined whole. The 0.92-acre land parcel is vacant as the former residential condominium Structure (Sea Shore Condominiums), that was previously situated on the subject property was demolished and removed from the site a number of years ago. The subject parcel has 100 linear feet of water frontage on the Gulf of Mexico.

It should be noted that the federal government has determined the Perdido Key Beach Mouse that inhabits the coastal sand dunes along Perdido Key is a protected species. Accordingly, the Perdido Key Beach Mouse is protected as an Endangered Species by the Federal Endangered Species Act. This environmental factor affects the development, marketability, and overall land values of both residential and commercial properties located on Perdido Key. The U. S. Fish and Wildlife Service has authorized Escambia County through its Perdido Key Habitat Conservation Plan to regulate development permits and anticipated impact fees associated with construction on land that is determined to represent critical habitat for the Perdido Key Beach Mouse. The effective number of these permits is limited by the federal government as land area allocated to Escambia County for development regulation is issued in 5-year increments. Perdido Key Beach Mouse Permits can only be issued in conjunction with final development approval by Escambia County. It is important to note that the Perdido Key Beach Mouse development regulations are more lenient on parcels that were-previously developed and are currently improved with foundation and/or structural remains (as is partially the case of the subject property).

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is a vacant waterfront land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this 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. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

CLIENT: Escambia County Public Works Department
Attention: Ms. Stacey S. Ward
Real Estate Acquisition Technician
3363 West Park Place
Pensacola, FL 32505

APPRAISER: Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665
Sherrill Appraisal Company
410 East Government Street
Pensacola, FL 32502

APPRAISAL FILE NUMBER: N217-0163

PROPERTY LOCATION: 14777 Perdido Key Drive, Pensacola, Escambia
County, Florida 32507

PROPERTY TYPE: Commercial Waterfront Land Parcel

PROPERTY OWNERS: Fred Donham (Unit 1)
Patrick J & Maria A Karg (Unit 2)
Glenn R Griffin, III (Unit 3)
Monica R Griffin Bata (Unit 4)
Brenda L Beumer (Unit 5)
Scott M Williams (Unit 6)
Bobby J Henshaw &
Brenda L Beumer (Unit 7)
Arthur F & Anne T Dufault (Unit 8)
Karen R Richards (Unit 9)
Bobby J Henshaw &
Brenda L Beumer (Unit 10)

TAX ACCOUNT NUMBERS: 10-3539-005 (Unit 1)
10-3539-010 (Unit 2)
10-3539-015 (Unit 3)
10-3539-020 (Unit 4)
10-3539-025 (Unit 5)
10-3539-030 (Unit 6)
10-3539-035 (Unit 7)
10-3539-040 (Unit 8)
10-3539-045 (Unit 9)
10-3539-045 (Unit 10)

PARCEL IDENTIFICATION NOS.: 14-3S-32-1027-000-001 (Unit 1)
14-3S-32-1027-000-002 (Unit 2)
14-3S-32-1027-000-003 (Unit 3)
14-3S-32-1027-000-004 (Unit 4)
14-3S-32-1027-000-005 (Unit 5)
14-3S-32-1027-000-006 (Unit 6)
14-3S-32-1027-000-007 (Unit 7)
14-3S-32-1027-000-008 (Unit 8)
14-3S-32-1027-000-009 (Unit 9)
14-3S-32-1027-000-010 (Unit 10)

CURRENT PROPERTY TAX ASSESSMENT (COMBINED): \$648,003; A breakdown of the individual tax assessments is presented in the addendum of this appraisal report.

LEGAL DESCRIPTIONS: Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office are presented in the addendum of this appraisal report.

ZONING CLASSIFICATION: CC-PK; Commercial Core District, Perdido Key

FUTURE LAND USE CLASSIFICATION: MU-PK; Mixed-Use Perdido Key

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, 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:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) 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.

**INTENDED USER OF
APPRAISAL REPORT:**

Escambia County Public Works Department; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF
APPRAISAL REPORT:**

For the sole purpose of assisting the client, Escambia County Public Works Department, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

INTEREST VALUED:

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION: April 27, 2017

EFFECTIVE DATE OF VALUE: April 27, 2017

DATE OF APPRAISAL REPORT: May 10, 2017

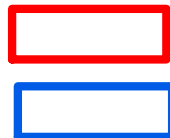
FINAL ESTIMATE OF VALUE: \$950,000 (Market Value of land parcel as vacant, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

Perdido Key Drive



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 3/22/17 DISTRICT 2



14777 Perdido Key Drive
County Owned - Beach Access

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. 14777 Perdido Key Drive 

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, authorizing and directing staff to obtain appraisals, environmental site assessments, surveys, and title insurance commitments, and to complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in accordance with Board of County Commissioners Policy, dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of purchasing real property (with no improvements); the parcel, located at 14777 Perdido Key Drive and owned by Fred Donham, could be utilized by the public for additional beach access (funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances, are available in Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Transportation and Drainage [T&D] LOST).

(COMMISSIONER BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER UNDERHILL)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board either approve or deny (Funding Source: Fund 352, "LOST III," Cost Center 210107, Transportation and Drainage LOST):
 - A. Authorize staff to make an offer to the property owners for the purchase of real property located at 14777 Perdido Key Drive, for the average of the County's appraised values of \$795,000 and \$950,000, which equals \$872,500; any counter-offer will be brought back before the Board for approval;
 - B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.91 acres), located at 14777 Perdido Key Drive, from the property owners, and to 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 this property, without further action of the Board (if the purchase is approved).

Approved 4-0, with Commissioner Robinson absent, Items A through C

2. Recommendation: That the Board approve the reallocation of funds from the Capital Improvement Program, as follows (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107):
 - A. Approve allocating \$6.5M to the Olive Road East Phase II Project from Local Option Sales Tax IV for multi-lane reconstruction and drainage improvements, from Yancey Street to East Johnson Avenue;
 - B. Approve allocating \$500K to the County Road (CR) 295A (North Old Corry Field Road) Project from Local Option Sales Tax IV; this is a Local Agency Program (LAP) project that involves the construction of sidewalks and drainage improvements along the eastern right of way of CR 295A between State Road (SR) 30 (US 98/West Navy Boulevard) and CR 298A (West Jackson Street);
 - C. Approve reallocating funds from Fund 352 (LOST III), Cost Center 210107, "Transportation and Drainage (T&D)," in the amount of \$1,000,000, from the Intelligence Transportation System (ITS) Application Box Project, Project #11EN1028, to Perdido Key Beach Access Land Purchase, Fund 352, (LOST III), Cost Center 110267, Project #17PF3862;

(Continued on Page 42)

Stacey S. Ward

From: Brenda Beumer <brenda@gulfcoastarea.com>
Sent: Monday, June 05, 2017 11:33 AM
To: Stacey S. Ward
Cc: Timothy R. Day
Subject: RE: 14777 Perdido Key Drive
Attachments: Escambia Offer_Letter_14777 PKD Counter.pdf

Hello. The owners of the Seashore property would like to counter at \$950,000. 14009 Perdido Key Recently sold for \$11,666 per front foot, which would make the Seashore property worth \$1,166,600. Adjusting downward for the size of the property brings us to around a million. In an effort to assist the county in justifying the price, the owners agreed to sell for \$950,000, Sheryll's appraised value.

Please try to schedule this with the commissioners as soon as possible. There are two other parties seriously looking at this site. I hope to get this tied up with the county so that we can move west to the Compass Property. I don't know if the county would still be interested in Compass if they don't get Seashore.

Please feel free to contact me with any comments or questions you may have.

Thanks.

Brenda Beumer, Broker
Key Concepts Realty, Inc.
13880 Perdido Key Drive
Pensacola, FL 32507
Office: 850-492-5462
Fax: 850-492-5924
Cell: 850-572-8441

From: Stacey S. Ward [mailto:STWARD@co.escambia.fl.us]
Sent: Tuesday, May 30, 2017 9:39 AM
To: Brenda Beumer <brenda@gulfcoastarea.com>
Cc: Timothy R. Day <TRDAY@co.escambia.fl.us>
Subject: RE: 14777 Perdido Key Drive

Good morning, Ms. Beumer.

Thank you for that information; it will be most helpful as I continue with the County's due diligence and prepare the upcoming documents. Based off the BCC action last Thursday, I am at the point in my process where I can provide an offer letter to you, since it is my understanding that you represent the owners, and an owner yourself (attached). Please let me know if you have any questions based off the offer letter.

I still have a few items that I am waiting on before I can send you a contract for execution by the owners. I hope to have that available to you soon.

Please let me know if I can assist you any further. I look forward to speaking with you again.

Stacey

From: Brenda Beumer [<mailto:brenda@gulfcoastarea.com>]

Sent: Saturday, May 27, 2017 10:56 AM

To: Stacey S. Ward

Subject: 14777 Perdido Key Drive

Hello. I am the listing agent and one of the owners of 14777 Perdido Key Drive. I was in the process of drafting a contract when I learned you will be drawing up the contract for the county. Attached is the signature page and legal description I was going to use. This may be of benefit to you. Please let me know when I can expect the contract so that I can keep the sellers apprised. Thanks very much, and I look forward to hearing from you soon.

Thanks.

Brenda Beumer, Broker
Key Concepts Realty, Inc.
13880 Perdido Key Drive
Pensacola, FL 32507
Office: 850-492-5462
Fax: 850-492-5924
Cell: 850-572-8441

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

May 30, 2017

Brenda Beumer, Broker
Key Concepts Realty, Inc.
13880 Perdido Key Drive
Pensacola, Florida 32507
Sent Via E-Mail

RE: Proposed Purchase of 14777 Perdido Key Drive

Ms. Beumer:

It is my understanding that you represent the owners of 14777 Perdido Key Drive. This letter contains a preliminary statement of the principal terms and conditions for the proposed purchase of 14777 Perdido Key Drive, as shown in the enclosed Exhibit "A." Based on the Board of County Commissioner's policy, the County had two appraisals performed for this property, which gave an average value of **\$872,500.00**.

If you agree to the terms and execute this letter, the County will incorporate these terms into a Contract for Sale and Purchase, which will be provided to you. The terms of the proposed purchase are as follows:

Total Purchase Price - \$872,500.00

Conveyance of marketable title by Warranty Deed and subject to execution of a "Public Disclosure of Interest" document as required by Florida Statutes.

Allocation of closing costs will be as follows:

Property Owner – Seller

- Ad valorem taxes and assessments (prorated)
- Documentary stamp taxes
- Seller's attorney fees and real estate commission (if any incurred)
- Cost to cure title/survey/environmental defects
- Recording of documents

County- Buyer


- Title search/examination
- Environmental audit
- Boundary Survey

Please note that this is only an offer letter. All contracts are contingent on approval by the Escambia County Board of County Commissioners at a duly noticed public meeting.

If you agree to the terms listed above, please sign below and return the letter to this office or if making a counter offer, please provide it in writing.

Thank you for your time and help in this project. If you have any questions, please call (850) 595-2415, which is my direct office line.

Sincerely,



Stacey S. Ward
Real Estate Acquisition Manager
Real Estate Division

Cc: Tim Day, Environmental Program Manager

ACCEPTANCE

I have read the foregoing and would be willing to:

- a) Sell the property, located at 14777 Perdido Key Drive, for \$872,500.00 depicted in Exhibit "A"; or
- b) Agree to sell the property, located at 14777 Perdido Key Drive, for the counter amount of \$ 950,000.00

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

By: Brenda Beumer

Brenda L. Beumer, Broker

Print or Type Name

Title: Agent/Owner

Date: 6/5/17

Based on the most recent sale located at 14009 Perdido Key, and adjusting down for site size, owners agreed on \$950,000.

Perdido Key Drive



2013
Aerial Photo



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 3/22/17 DISTRICT 2



14777 Perdido Key Drive
County Owned - Beach Access

COMPARABLE LAND SALE

COMPARABLE NO.: 4 RECORD NUMBER: 7710

CLASSIFICATION: WATERFRONT LAND

DATE: 4/18/2017

LOCATION: 14009 PERDIDO KEY DRIVE, PENSACOLA, FLORIDA

SALES PRICE: \$3,500,000

GRANTOR: LAMER CONDOMINIUM ASSOCIATION OF NW FLORIDA, INC.

GRANTEE: DESIANNA PROPERTIES

REFERENCE: OR 7698 PAGE 820; MLS #397510 AND GCMLS #2219683

BRIEF LEGAL DESCRIPTION: LOTS 13,14, AND 15 GULF BEACH SUBDIVISION; ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER

ZONING: CC-PK; (PERDIDO KEY) COMMERCIAL CORE DISTRICT

HIGHEST AND BEST USE: MIXED USE

LAND SIZE:

NUMBER OF ACRES: 2.5 ACRES

FRONT FEET: 300 FT.

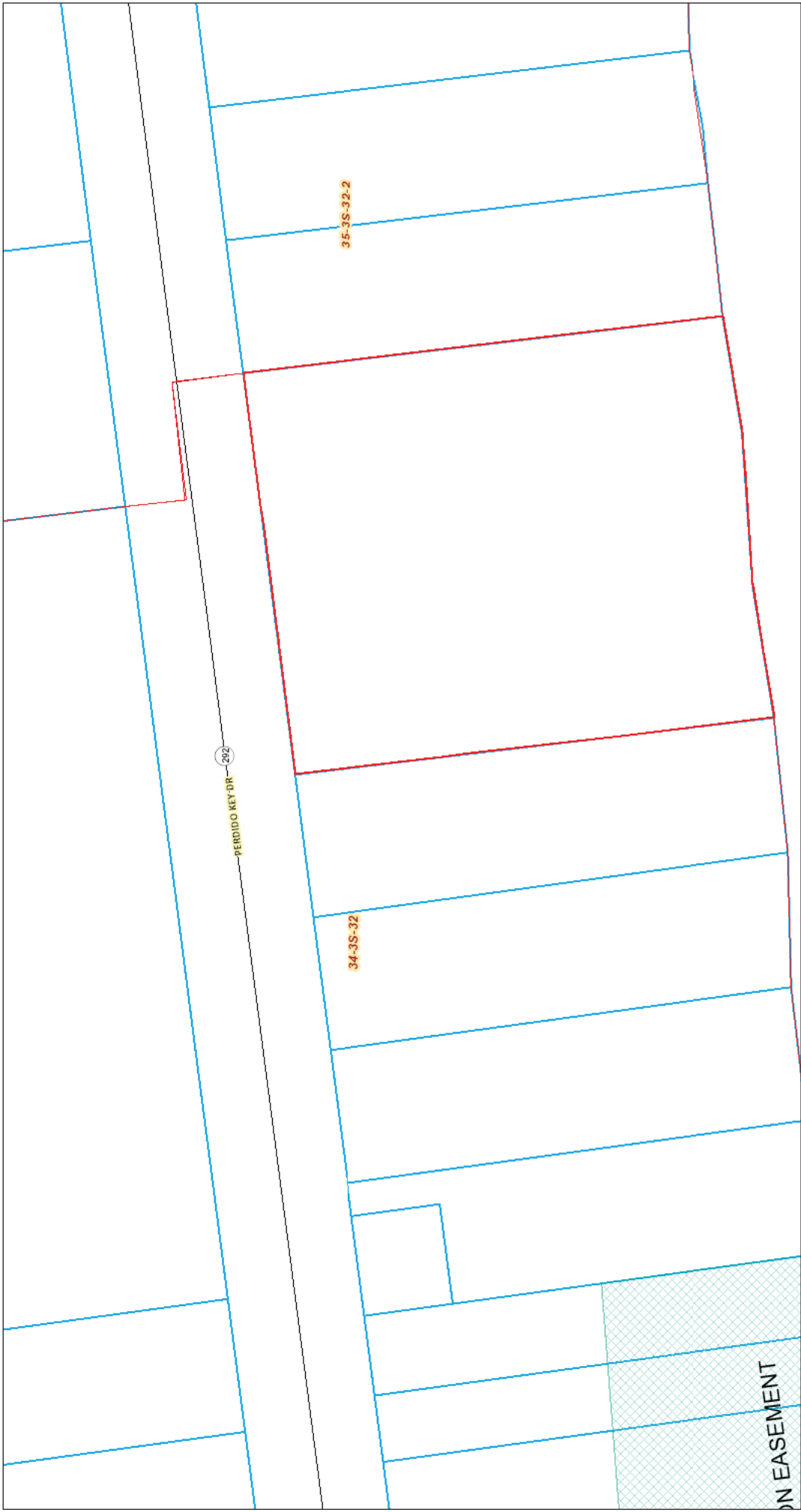
LAND UNIT PRICES:

PER ACRE: \$1,400,000.00

PER FRONT FOOT: \$11,666.67

REMARKS:

- GULF FRONT LAND LOCATED ON THE SOUTH SIDE OF PERDIDO KEY DRIVE ALONG THE GULF OF MEXICO. THE VACANT PARCEL WAS FORMERLY IMPROVED WITH THE LAMER CONDOMINIUM PROJECT.
- APPROXIMATELY ONE-HALF OF THIS SITE IS IMPROVED WITH THE FOUNDATION REMAINS OF A FORMER RESIDENTIAL CONDOMINIUM COMPLEX. A PERDIDO KEY BEACH MOUSE PERMIT IS REQUIRED FOR RE-DEVELOPMENT WHICH COULD CAUSE DEVELOPMENT DELAYS.
- BUYER IS PLANNING DEVELOPMENT OF 41-UNIT MERIDIAN CONDOMINIUM PROJECT.
- PROPERTY WAS LISTED FOR SALE WITH BETTER HOMES AND GARDENS REAL ESTATE MAIN STREET PROPERTIES AT A PRICE OF \$12,000,000 (MLS #397510 & GCMLS #2219683). PROPERTY WAS ON THE MARKET FOR 1,803 DAYS BEFORE IT SOLD.
- COMPARABLE DATE WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH ALISON DAVENPORT (BROKER) WITH BETTER HOMES AND GARDENS REAL ESTATE MAIN STREET PROPERTIES
- PARCEL I.D. #: 14-3S-32-1008-000-001
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



April 27, 2017

polygonLayer

Override 1

Map Grid

Boundary

Major Roads

All Roads

Property Line

1:858

0 0.01 0.02 0.04 mi

0 0.015 0.03 0.06 km



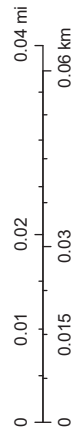
April 27, 2017

polygonLayer

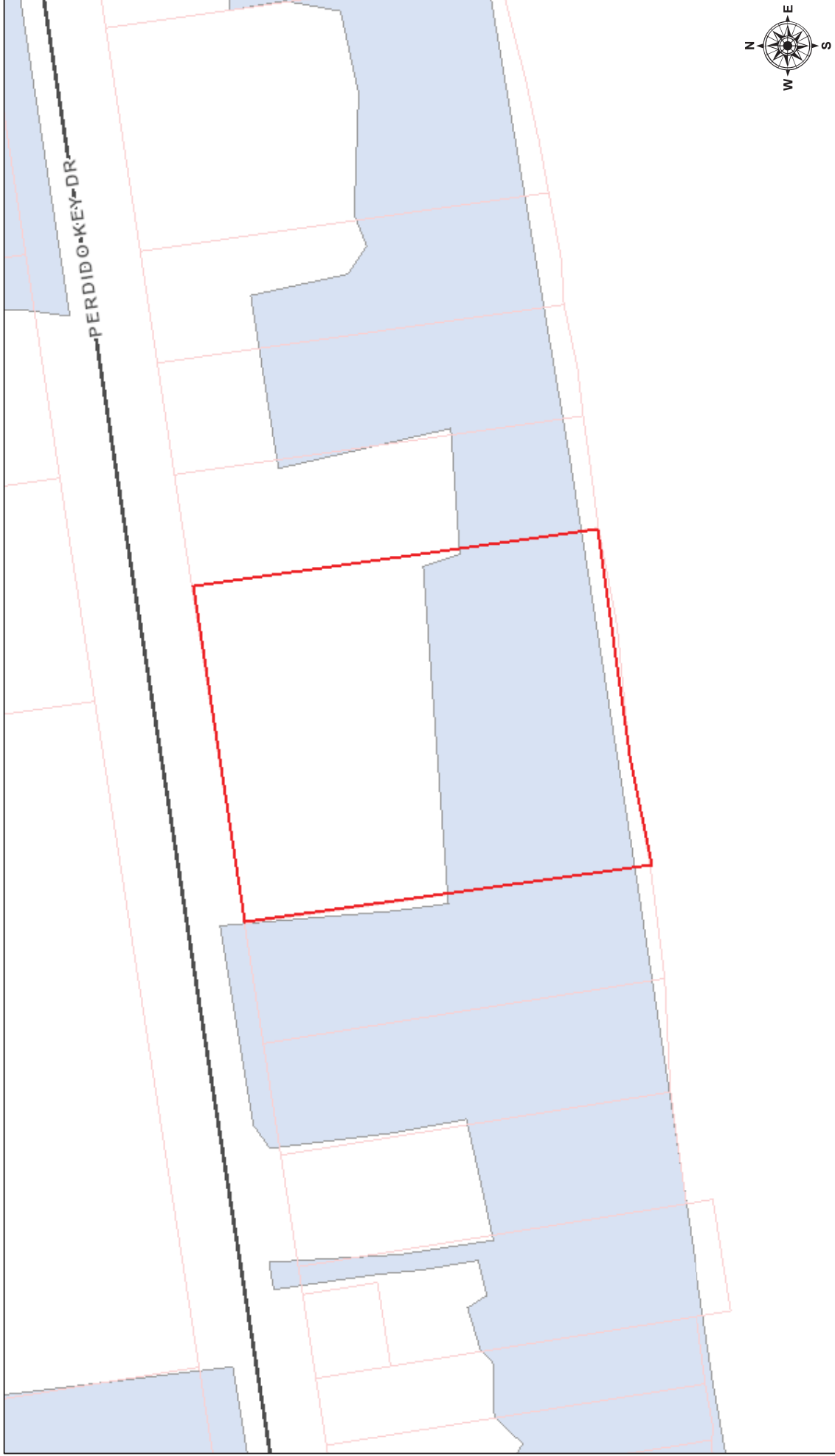
- Override 1
- Map Grid
- Major Roads
- All Roads
- Property Line

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:858



BEACH MOUSE MAP



April 27, 2017

polygonLayer Streets

Override 1

— PRINCIPAL ARTERIAL

— LOCAL ROAD

— MINOR ARTERIAL

□ Parcels

— COLLECTOR



PK Beach Mouse Critical Habitat

1:1,637

0 0.0125 0.025 0.05 mi

0 0.02 0.04 0.08 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12377

County Administrator's Report 13. 2.

BCC Regular Meeting

Discussion

Meeting Date: 06/22/2017

Issue: Reappointments/Appointments to the Contractor Competency Board

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments/Appointments to the Contractor Competency Board - Tim Tolbert, Building Official/Department Director

That the Board take the following action concerning reappointments/appointments to the Escambia County Contractor Competency Board:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Erwin D. Waters (State Certified General Contractor), for a three-year term, effective July 1, 2017, through June 30, 2020; and

B. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint/appoint three of the following candidates for a three-year term, to serve as lay members, effective July 1, 2017, through June 30, 2020:

1. John H. Matthews (reappointment); and/or
2. Brian P. Bell, Sr. (reappointment); and/or
3. Dwayne Eric Pickett (reappointment); and/or
4. Brooks R. Hays (appointment); and/or
5. Larry Downs, Jr. (appointment).

A Community and Media Relations General Alert, posted May 3, 2017, advising "Appointees Sought for Contractor Competency Board" received six total responses by the posted deadline of May 17, 2017. Two of the responses were from new candidates desiring to serve on the Board, and four of the responses were from current appointees indicating that they wish to remain on the Board.

BACKGROUND:

The Contractor Competency Board was established to accept contractor applications and oversee examinations for licensure as a contractor; issue certificates of competency for registered contractors, and record certificates of competency and issue renewals to those who qualify. The board also investigates violations of Chapter 18, Escambia County Code of Ordinances and/or Chapter 489, Florida Statutes, and upon due cause shown, takes appropriate disciplinary action as allowed by Ordinance and/or Statute. Members serve three-year terms and those whose terms have expired, may be reappointed to additional terms in accordance with Sec. 18-56, Escambia County Code of Ordinance and Board of County Commissioner Policy, Section I, Part B. 1 (D), Appointment Policy and Procedures. Sec. 18-56 of the Code specifies that the Contractor Competency Board shall consist of 9 members.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Bobbie Ellis-Wiggins, Assistant County Attorney, has received and approved.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety and welfare of persons and property by requiring certification of individuals engaged in, or wishing to engage in the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CMR General Alert seeking Appointees

Erwin D. Waters Resume - CCB

John H. Matthews Resume - CCB

Brian P. Bell, Sr. Resume - CCB

Dwayne Eric Pickett Resume - CCB

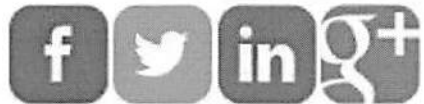
Brooks Robert Hays Resume - CCB

Larry Downs, Jr. Resume - CCB

From: Community & Media Relations
Sent: Wednesday, May 03, 2017 10:40 AM
To: Judy H. Witterstaeter
Subject: Appointees Sought for Contractor Competency Board



News Center



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Appointees Sought for Contractor Competency Board

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for four appointments to the Escambia County Contractor Competency Board.

Escambia County residents interested in serving on the Contractor Competency Board are asked to submit a resume and letter indicating their desire to serve by the close of business on Wednesday, May 17, 2017. Resumes should be submitted to Jennifer Hampton, Administrative Assistant, Building Services Department, 3363 West Park Place, Pensacola, Florida, 32505.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

The board was established under Ordinance 77-21 and replaced by Ordinance 2003-27. The duties of the board are to accept applications, administer examinations and issue Certificates of Competency as a certified contractor to those who qualify; record certificates and issue renewals; make an annual report; investigate and take appropriate action on complaints. Members serve a three-year term of office and meet the first Wednesday of every month for approximately two hours, unless a special meeting is requested by the board. Members receive \$50 per meeting as compensation for their services.

Possible openings for the Escambia County Contractor Board are as follows:

- Three lay persons
- One general contractor (applicant must possess a current and active license)

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Community and Media Relations
Phone: [\(850\) 595-3476](tel:(850)595-3476)
Email: cmr@myescambia.com

ERWIN D. WATERS
10070 SCENIC HWY PENSACOLA, FL 325414
PH 850-232-0439 EMAIL Watersgenc@aol.com

SUMMARY

Professional Certified General Contractor with 13.5 years experience as Manager and Owner of Waters General Contractors, Inc. Also a total of 21 years experience contracting a variety of masonry and concrete projects, Commercial and Residential.

EDUCATION

Milton High School 1977

Pensacola Junior College AA Business Administration 1984

University of west Florida BS Business Management 1986

Troy State University 15 hours towards Masters Bus Management 1995

MILITARY EXPERIENCE

US Army Active duty Enlisted E-4 Administrative Specialist (3 years)

US Army Reserves Commissioned Officer, Chemical Officer and Civil Affairs officer

- Served 3 Separate Commanded Tours

- Served as Equal Opportunity Advisor to General Officer

- Served a Tour at Pentagon as Acting Inspector General

- Graduate of US Army Command and General Staff College

- Retired 2003 as a Lieutenant Colonel/O-5 Total of 25 years service

WORK EXPERIENCE

United Parcel Service Atlanta GA 1986 to 1987

International Business Machines (IBM) Atlanta GA 1987 to 1988

Self Employed Waters Masonry Works 1992 - 2003

Waters General Contractors, Inc President 2003 - Present

—Current duties:

- Brick Mason Contractor, Concrete Contractor, Project Management, Estimator, Sales
Quality Control.

- Built over 20 Houses

- Built or worked on over 20 Commercial buildings as prime contractor

JOHN H. MATTHEWS
2701 N 17th Avenue
Pensacola, Florida 32503

CURRICULUM VITAE

- 1961 Graduated from Mississippi State University with a Bachelor of Science degree in Mathematics. Commissioned Second Lieutenant (Regular Army), US Army. Reported to Active Duty in the 101st Airborne Division, Fort Campbell, Kentucky.
- 1971 Graduated from the Georgia Institute of Technology with a Master of Science in Industrial Engineering. Operations Research/Systems Analysis was primary discipline.
- 1972 Graduated from the Command and General Staff College, Fort Leavenworth, Kansas
- 1972-76 Assigned as Instructor and Assistant Professor of Mathematics, United States Military Academy, West Point, New York.
- 1974 Graduated from C. W. Post College, Long Island University with a Master of Business Administration (Management).
- 1983 Retired from the US Army War College on promotion list for Colonel. Position of Director of Operational Simulations, Department of War Gaming.
- 1983-84 Held position of Member, Technical Engineering Staff, Strategic Systems Division, GTE, Westboro, Massachusetts.
- 1984-89 Held position of Lead Analyst, Land Operations Group, Department of Operations Analysis, Missile Systems Division, Rockwell International, Atlanta, Georgia. Promoted to Manager, Strategic Planning and Proposal Development.
- 1989-93 Vice President and General Manager, Mason and Hanger National, Inc. a Technical Engineering Services Company and subsidiary of Mason Hanger-Silas Mason, Inc. Atlanta, Georgia
- 1993-95 President, Plasma Energy Applied Technology, Inc. a subsidiary of Mason Hanger-Silas Mason, Inc
- 1995-2005 President, The Laurel Group, Inc. a business development consulting company. Served as Project Manager, ABUCK, Inc, a pre-engineered steel structures company. Served as Project Manager, Consultants and Builders, specialist in construction of Financial Service Company Facilities. Project supervisor, Tieman Construction Company,
- 2005 Received Certification as Residential Home Inspector and as Certified Mold Inspector.
- 2006 Received Certification as Accredited Claims Adjuster for the State of Florida. Received Xactimate Certification for claims estimating software.
- 2006 – 2011 Active Insurance Claims Adjuster in State of Florida, Mississippi, Alabama, Louisiana, and Texas. Managing Partner, Network Claims Service, Pensacola, FL
- 2011 to Present; Served on Escambia County Contractor Competency Board as Vice Chairman. Currently, Chairman of the Board.
- Served as adjunct professor of Mathematics (Business Mathematics, Probability and Statistics) for Columbia College, City Colleges of Chicago, and Boston University (Overseas program).

Brian P. Bell, Sr.
359 Bunker Hill Dr.
Pensacola, FL. 32506

Experience

- 11/2014 – Present **Navy Federal Credit Union**
 Participation Loan Manager
- Responsible for developing the Participation Loan Program
- 3/2014 – 11/2014 **Centennial Bank**
 Vice President – Commercial Lending
- Responsible for development and management of commercial loans
- 3/2007 – 3/2014 **Beach Community Bank**
 Senior Vice President/Market President
- Responsible for development and management of commercial loans
- 9/2006 – 3/2007 **Hancock Bank**
 Vice President/Commercial Lender IV
- Responsible for development and management of commercial loans
- 11/2002 – 9/2006 **Bank of Pensacola**
 Senior Vice President/Risk Manager III
- Responsibilities included credit administration, credit analysis, loan review, loan policy, special assets, loan operations, construction loan administration, participations, and document preparation. Served as point of contact for external review and audits of the bank's loan portfolio, policy and procedures.
- 3/1998 – 11/2002 **First American bank**
 Group Vice President
- Responsibilities included loan review, credit analysis, portfolio management, participations, regulatory reporting, and served as point of contact of external loan review and regulatory exams.

10/1981 – 3/1998 **Barnett bank of West Florida**
Vice President, Credit Administration – 1998
Assistant Vice President, Credit Administration – 1993
Assistant Vice President, Commercial Loans – 1991
Assistant Vice President, Branch manager – 1987
Personnel Manager – 1982
Management Trainee, Collections Department – 1981

Education 1979 -1982 University of West Florida, Pensacola, FL
Bachelor of Science, Marketing
Bachelor of Arts, Economics
1977 – 1979 Birmingham Southern College, Birmingham, AL
1977 Pensacola Catholic High School, Pensacola, FL

Community Activities

Escambia County Contractor Competency Board
Northwest Florida Rehab Foundation, Board Member
Capstone Adaptive Learning & Therapy Centers, Board Member
Capstone Academy Pensacola & Milton, Board Member

DWAYNE ERIC PICKETT

2108 Juno Cir Pensacola, FL 32526

epickett@southernco.com

850-712-6068 (Cell)

CAREER OBJECTIVE:

To obtain a challenging position that will utilize my leadership, management, and problem solving skills to their maximum potential with an opportunity for professional growth.

PROFESSIONAL EXPERIENCE:

Gulf Power Company – Corporate Office Pensacola, FL

October 2010 – Present

Engineer Sr - Special Projects Engineer

- Prepare estimates and bid packages associated with overhead to underground conversions throughout Gulf's service territory.
- Prepare work orders for budgeted work items such as new feeders, reconductors, regulators and reclosers.
- Support local area office groups by assisting them with their work load and training new field engineers.
- Train new personnel in Special Projects Department and mentor new engineers in training.
- Organize and facilitate both quarterly and monthly Safety-Wellness meetings for the Project Services department.
- Local storm team leader and trained off-system storm accountant for Gulf Power Company.
- Effectively maintain "Target Zero" while working several high profile and detailed commercial projects.

Gulf Power Company – Pine Forest HQ Pensacola, FL

July 2009 – October 2010

Engineer I – Distribution Field Engineer

- Provided storm restoration support for both on and off system storms.
- Designed work orders for large underground subdivisions and large commercial customers.
- Trained new employees and co-op students regarding Gulf Power work order procedures and processes.

Gulf Power Company – Gulf Breeze HQ Pensacola, FL

January 2005 – July 2009

Engineer I – Distribution Field Engineer

- Designed distribution work orders via JETS, ACAD, MS OFFICE, CSS DisGIS, TCMS and SOCKETS.
- Trouble-shot commercial and resident customer power quality issues using ProVizion and voltage recorders.
- Assisted in the restoration efforts during Storm Outages.
- Assisted with the scheduling of DSO construction work at the Gulf Breeze HQ.
- Organized and facilitated marketing, construction and engineering meetings at the Gulf Breeze HQ.
- Reconciled and closed out work orders via JETS and PowerPlant.

Gulf Power Company – Pine Forest HQ Pensacola, FL

January 2004 – January 2005

Engineer II – Project Engineer

- Generated Osmose work orders to have deteriorated Gulf Power distribution poles replaced or removed.
- Patrolled and led storm restoration teams around to resolve outages during Hurricane Ivan and Dennis in the Pensacola, Gulf Breeze and Navarre areas.

Gulf Power Company – Distribution Control Center Pensacola, FL

July 2002 – January 2004

Engineer II – Engineer in Training / Distribution Control Engineer

- Coordinated outage restoration activities with line and service crew personal.
- Trouble-shot area distribution issues and contact key account customers with status updates.
- Monitored and operated the Gulf Power distribution system according to the SDOP (Southern Distribution Operating Procedures).
- Assisted System-Protection with the testing of mechanical and electronic relays located within Gulf Power's generation plants and substations.

Mahi Networks, Richardson, Texas

July 2001 – May 2002

System Test /Field Engineer

- Responsible for supporting major accounts through lab trails, field installation and technical support for telecommunication equipment.
- Evaluated product performance and serviceability in order to contribute to the design of new/modified products.

Nortel Networks Dallas, Texas

September 2000 – July 2001

Project Engineer

- Conducted marketing presentations along with product demonstrations for new and potential customers.
- Successfully developed and coordinated project cost proposals by initiating budget analysts for projects.
- Formulated and proposed cost effective solutions based upon knowledge of the clients network and Lucent Technologies Product Range.

Alcatel USA Richardson, Texas

February 1998 - September 2000

Technical Support Engineer

- Consulted with customers regarding system requirements, reliability design issues and network management solutions.
- Compiled and produced all appropriate documentation to enable the installation & commissioning of equipment within the project timescales.
- Project managed all assigned projects by holding vendors and contractor's accountable for their project deliverables.

WebLink Wireless Dallas, Texas

October 1996 - February 1998

Communication Center/Implementation Engineer

- Implemented new product testing and assisted with software upgrades, hardware retrofits, reconfigurations and provided network maintenance support.
- Monitored and trouble-shot paging network from communications center using UNIX based computer system.

United States Army Reserve, Pensacola, Florida

February 1988 - February 1998

Communications Specialist

- 1997 -1998; Electrician (57B) - 980th Engineering Company.
- 1995 -1997; Multi-Channel Communications Operator (TRAC-70&71) – 842nd Signal Company.
- 1988 -1995; Telephone Installer (31L) – 145th Signal Company.

TRAINING

- Power Quality 1&2; Single Phase & Three Phase Transformer Theory; Metering; NESC; Distribution Switching, Distribution Level I& II Certifications, OSHA Compliance Training, 2014 Class of Employee Development Program

SOFTWARE

- MICROSOFT OFFICE (EXCEL, WORD, POWERPOINT), JETS, AUTOCAD, SOCKETS, POLEFOREMAN, TCMS, DISGIS, CSS, PROVISION (VOLTAGE RECORDING SOFTWARE), POWERPLANT

EDUCATION

FLORIDA A&M UNIVERSITY, Tallahassee, Florida
Bachelor of Science in Electrical Engineering 1996

I have a great desire to service our county on the Contractor Competency Board. I bring thirty-five plus years of construction and construction management to the table, in addition I have a certification for OSHA construction safety (CFR 1926 and 1910) and a member of the ICC International Code Counsel.

My construction experience is long and varied: working as a labor in Ocala, from 1976 to 1980, Naval Construction Force from 1980 to 2004 project consisting of Airport parking aprons, building enlisted living quarters, constructing open storage Pre-engineered building, and concrete poured in place walls and roof. I worked as an engineering technician conducting the test for new Sewage plant collecting concrete samples and compaction test.

I have a very good working knowledge of the Florida Building code, I have been a consultant for a condominium Association helping with the inspection and permitting process. It is my desire to bring all of this knowledge to help our county to have some of the finest Contractor in the State of Florida.

Respectfully

Brooks Robert Hays (BUC (SCW) USN Retired)

A handwritten signature in cursive script that reads "Brooks Robert Hays". The signature is written in black ink and is positioned below the typed name.

Brooks R. Hays
1951 Stacey Rd.
Cantonment, FL 32533

(850) 380-4048
(850) 968-6015
BUCHays@panhandle.rr.com

Objective

With over 35 years of general construction experience, I am interested in volunteering to be considered for one of the four (4) appointments to the Escambia County Contractor Competency Board .

Work Experience

Construction Manager General Service Administration Mobile, AL Oct 14- to present

Manage all maintenance, repair, and alteration projects to include administrative and technical oversight. Review and interpret contract specifications for all phases of construction. Monitor progress at all stages for compliance with plans and specifications, workmanship, technical, and code requirements; confer with contractors to resolve differences. Review and approve shop drawings and sample submittals. Investigate need for contract change orders and inform contracting officer. Recorded changes and modification to contract drawings and specifications for use in preparation of as-built drawings at completion of construction.

Construction Manager Advanced Engineering Design Mobile, AL Oct 10- Oct-14

Manage all maintenance, repair, and alteration projects to include administrative and technical oversight. Review and interpret contract specifications for all phases of construction. Monitor progress at all stages for compliance with plans and specifications, workmanship and technical requirements; confer with contractors to resolve differences. Review and approve shop drawings and sample submittals. Investigate need for contract change orders and inform contracting officer. Recorded changes and modification to contract drawings and specifications for use in preparation of as-built drawings at completion of construction enrolled in the Pensacola State College Pre-engineering program and Civil engineering tech. AAS and Building code Inspectors certification.

Construction Manager Capitol CREAG, LLP Mobile, AL Apr 09-Sep 09

Manage all maintenance, repair and alteration projects to include administrative and technical oversight. Review and interpret contract specifications for all phases of construction. Monitor progress at all stages for compliance with plans and specifications, workmanship and technical requirements; confer with contractors to resolve differences. Review and approve shop drawings and sample submittals. Investigate need for contract change orders and inform contracting officer. Recorded changes and modification to contract drawings and specifications for use in preparation of as-built drawings at completion of construction.

Field technician Professional Service Industries Pensacola FL Oct 08 – Apr 09

Responsible for performing on-site soils compaction test using nuclear densometer, coordinated filed analyses and heavy equipment usage with general contractor to meet design specifications. Performed laboratory analysis of soils samples including both standard and modified proctors moisture content, and soils identification. Conducted field-testing of ready-mixed concrete (Temperature slump and air content) and lab test on concrete cylinders for compressive strength.

Construction Representative ANR, Inc. Mobile, AL Aug 07 – Sep 08

Represent government Contracting Officer in daily supervision of maintenance, repair and alteration projects to include administrative and technical oversight. Review and interpret contract specifications for all phases of construction. Monitor progress at all stages for compliance with plans and specifications, workmanship and technical requirements, confer with contractors to resolve differences. Review and approve shop drawings and sample submittals. Investigate need for contract change orders and inform contracting officer. Successfully completed more than 60 projects with total project value exceeding \$900,000.00.

Superintendent and Safety Manager IEC, Inc Pensacola, FL Oct 04 – Feb 07

Supervised construction of \$30 million commercial post-hurricane Ivan restoration project (condominium towers). Procured and scheduled materials, equipment and personnel. Monitored progress of direct-hire, subcontractor and vendor employees and work crews. Established and implemented OSHA-based safety program for in-house residential and commercial work crews and subcontractor and vendor employees. Resolved operational problems and identified potential safety and performance factors. Liaison with local/county building inspection officials and government agencies, ensuring all aspects of permitting and construction met or exceeded state, regional, and /or local construction industry standards and product approval codes.

Maintenance Supervisor Windows Plus, Inc Ocala, FL Jun 04 – Sep 04

Provided maintenance and carpentry services for small industrial business with residential holdings. Responsible for rough and finish carpentry, interior and exterior finish, light plumbing, routine and preventive maintenance on residential and commercial projects.

Lead Carpenter ALC, Inc Summerfield, FL Oct 03 – Mar 04

Performed layout, rough and finish carpentry on several concurrent commercial and residential construction projects for. Poured and placed concrete for CMU construction. Responsible for self-supervision and independent work results.

Military Experience Jun 80 – Jan 04

Brooks R. Hays
1951 Stacey Rd.
Cantonment, FL 32533

(850) 380-4048
(850) 968-6015
BUCHays@panhandle.rr.com

Senior enlisted member in the US Navy Seabees holding both supervisory and technical leadership positions overseeing more than 125 personnel. Served in a variety of positions requiring safety, environmental and technical knowledge in all phases of construction including architectural drawing/rendering, planning and estimating, project planning/management, site surveys, in-ground and above-ground foundations, and multi-story structures. My experience also includes interior finish work (sheetrock, flooring systems, millwork, cabinetry, solid surface material installation, interior and exterior doors, and windows), surface preparation and painting, surface preservation, stucco, brick, block, and other facades. Managed projects in harsh environments such as Southeast Asia jungle and Moroccan desert. Effectively supervised diverse groups of US forces and foreign nationals. Successfully completed exigent bridge construction projects as well as construction of base camp facilities (similar to small city) in Southwest Asia.

Education/training

Quality Construction Management certification	Journeyman carpenter
Quality Control Inspection certification	ACI Level 1 certification and member of the ICC
Planning and Estimating certification	Solid working knowledge of Auto Cad 2008
Attending Pensacola State college	Active member of the ICC
Construction safety through Department of Labor CFR1926	Proficient with both Auto Cad, Civil, Civil 3d and BIM (Revit)

LARRY DOWNS, JR.

12156 Havburg Drive, Pensacola, Florida 32506 • Home: 8504576157 • Cell: 8505546414 •
ldjrplumbing@aol.com

Escambia County Competency Board
3363 West Park Place
Pensacola, Florida 32505

Dear Escambia County Board of County Commissioners,

I am submitting this letter and my resume in the hopes of volunteering for one of the four appointments to the Escambia County Competency Board.

Are you looking for an enthusiastic and dedicated individual to join your team? If you choose me to volunteer for the Contractor Competency Board, you will see my hard work come to life. My passion for the work that I do and my expertise in plumbing, natural gas and new construction will make me a strong asset to your team.

I have the drive Escambia County needs, and the desire to contribute to something bigger than myself. My devotion to doing what I love has helped me develop an excellent track record of success, which I would love to bring to the table.

One of my biggest career accomplishments so far has been owning and operating my plumbing company. I also offer a thorough knowledge of plumbing, natural gas, new construction and management skills, which I know will come in handy with The Contractor Competency Board.

My goal is to help your team achieve more than you thought possible— and I believe I have what it takes to do just that. I'd love the chance to work together and look forward to speaking with you in detail about our community needs.

Sincerely,



Larry Downs, Jr.
Devoted Citizen
Escambia County, Florida

LARRY DOWNS, JR.

12156 Havburg Drive, Pensacola, Florida 32506 • Home: (850) 457-6157 • Cell: (850) 554-6414 •

ldjrplumbing@aol.com

Professional Summary

Plumbing expert, highly skilled in plumbing and natural gas. Hands-on experience with all areas of construction. I have a strong desire to volunteer for the good of my community.

Skills

- Extensive experience with plumbing and natural gas
- Extensive knowledge of the operations of the Department of Business and Professional Regulations
- Extensive knowledge in all areas of construction
- I am a 3rd generation master plumber and a 4th generation plumber
- I have built and owned several homes in Escambia County
- I have attended numerous City Council meetings, Commission Meetings and Florida State Boxing Commission Meetings and feel I can bring my knowledge to the table for the good of our community
- I have raised 3 children here in Escambia County and I care about our community
- I spend countless hours volunteering my time for many local youths

Work History

Owner/Operator, 1998 to Current

Larry Downs Jr. Plumbing – Pensacola

- Repaired plumbing systems, components and equipment.

- Complied with all state plumbing codes throughout the duration of each project.
- Completed preventative maintenance on water heaters, toilets, urinals and plumbing fixtures.
- Septic repairs, water service repairs
- Natural gas specialist
- All areas of plumbing and natural gas, including new construction projects

Education

GED: 1987

High School -

Plumbing: Plumbing and Natural Gas, 1993

George Stone Technical Vo Tech School - Escambia County, Florida

Journeyman's License: 1994

State of Florida -

Master Plumbing License: 1998

State of Florida -



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12379

County Administrator's Report 13. 3.

BCC Regular Meeting

Discussion

Meeting Date: 06/22/2017

Issue: Area Housing Commission

From: Judy Witterstaeter, Program Coordinator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment or an Appointment to the Area Housing Commission - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment or an appointment to the Area Housing Commission:

A. Reappoint Carl E. Reeves to serve another four-year term, effective retroactively June 20, 2017, through June 19, 2021; or

B. Appoint one of the following candidates to serve a four-year term, effective June 22, 2017, through June 21, 2021:

1. John W. Carrell; or
2. Kathleen A. Wilks.

The candidates noted above all responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from May 11, 2017, to May 25, 2017, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission.

BACKGROUND:

Carl E. Reeves was first appointed to the Area Housing Commission, effective November 15, 2012, through April 6, 2013, to serve the unexpired term of Shirley Henderson who had resigned. He was reappointed on June 20, 2013, to serve a four-year term, effective June 20, 2013, through June 19, 2017. He has indicated that he would like to be considered for reappointment.

Carl E. Reeves, John W. Carrell, and Kathleen A. Wilks all responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from May 11, 2017, to May 25, 2017, to seek residents interested in

volunteering to be considered for an appointment on the Area Housing Commission.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Carl E. Reeves

John W. Carrell

Kathleen A. Wilks



GREATER Mount Lily

MISSIONARY BAPTIST CHURCH

619 East Gadsden Street | Pensacola, FL 32501 | 850.432.0403

Elder Carl E. Reeves, Pastor | Sister Janice DeSoto, Church Clerk

greatermountlily@aol.com

May 11, 2017

Ms. Judy Witterstaeter
Program Coordinator
Escambia County Board of Commissioners
Post Office Box 1591
Pensacola, FL 32502

Greetings, Ms. Witterstaeter:

I desired to write this letter to express my interest for reappointment as a Housing Commissioner on the Area Housing Commission. I was initially appointed in November, 2012, by the Escambia County Board of Commissioners to complete the remaining term (6 months) of a retiring Housing Commissioner. I was appointed to serve in June, 2013 by the Board of Commissioners to a full four year term which will expire on June 19, 2017. It has been a learning experience as well as a delight to render public service to the citizens of Escambia County.

I believe that I have been blessed with the compassion and ability to serve in appointed capacities within the realm of our local government. Before the initial appointment in 2012, I served on a sub-committee (the management & finance committee) under the leadership of the Area Housing Commission and its Chair. The sub-committee consisted of lay citizens given the responsibility to review specific operational and management information regarding the organization in order to provide recommendations to the Area Housing Board to make the best usage of the resources and provide the most effective service to the residents whom we serve.

During my time of service, I have constantly strived to learn more from those who are career public servants in the public housing discipline by attending and participating in the commissioner training provided by the U.S. Department of Housing & Urban Development, the National Association of Housing & Redevelopment Officials and the Florida Association of Housing & Redevelopment Officials organizations.

I truly believe that the Escambia County Board of Commissioners, the Area Housing Commission's employees, the residents and other stakeholders have benefitted from our collective leadership and labor. I'm thankful of the time served and I would be delighted to continue to render service in the capacity of Housing Commissioner if the Board Members will consider and subsequently reappoint me to the position. Should any questions or concerns arise, please contact me at the above listed telephone number.

Sincerely,
Carl E. Reeves

Let all things be done decently and in order.
1st Corinthians 14:40 (KJV)



www.greatermountlilymbc.org

Carl E. Reeves
619 East Gadsden Street
Pensacola, FL 32501
greatermountlily@aol.com
(850) 432-0403

OBJECTIVE

To serve as a Member Commissioner via an appointment to the Area Housing Commission.

EDUCATION

B. S. in Political Science & Public Administration
Florida A. & M. University, 1985

Certified Housing Occupancy Specialist
National Centers for Housing Management, 1994

EXPERIENCE

February, 2007 – to the present

Senior Pastor, The Greater Mount Lily Missionary Baptist Church

- Serves as the Senior Elder and Chief Executive Officer of the Church Congregation.
- Oversee all spiritual needs and development of the Congregational Family.
- Provide administrative direction and oversight for all ministries and activities.

November, 2006 – to the present

Police Neighborhood Liaison, The City of Pensacola Police Department

- Serves as a liaison for the Police Department, other City Departments, business owners and neighborhood associations and/or groups.
- Acts as liaison with other federal, state or local agencies and/or officials.
- Promotes citizen involvement in neighborhood issues to ensure safe neighborhoods and communities.

April, 2003 – November, 2006

Senior Chaplain, Santa Rosa C. I., The Florida Department of Corrections

- Oversaw and provided spiritual guidance as well as pastoral care for all inmates and staff in a correctional (prison) environment.
- Advised and instructed administrators and staff regarding the extent of religious practices of inmates as it related to legal requirements.

October, 1997 – April, 2003

Economic Self-Sufficiency Specialist, The Florida Department of Children & Families

- Determined and maintained eligibility for food, medical and/or cash assistance for individuals and families.
- Worked in partnership with other social or governmental agencies to assist families and supply their respective needs.

October, 1994 – December, 1995

Internal Control Auditor, The Chicago Housing Authority Section 8 Program

- Responsibilities included ensuring that all federal housing rules and procedures were followed as it pertained to subsidized housing.
- Developed and instituted quality control measures for the Section 8 Program that maximized the effectiveness of the Certificate and Voucher Housing Programs.
- Provided fiscal monitoring of expenditures by the reviewing vendor payments.
- Responded to inquires from tenants, agent/owners and others regarding the CHA Policies and Procedures.
- Evaluated HUD Certifications and rental increases for accuracy.

John Carrell

Gulf Power Company
850-748-2682
jwcarrel@southernco.com

May 24, 2017

Area Housing Commission
Attn: The Escambia County Board of County Commissioners
1920 W. Garden Street
Pensacola, FL 32502

To The Area Housing Commission;

I am pleased to be writing you regarding your opening for the appointment to the Area Housing Commission.

I have been a resident of Escambia County for approximately forty-two years. I have worked with the local Area Housing Commission for the last fourteen years in partnership on solar initiatives, energy efficiency programs and operational issues.

I have used and proven my organizational and management skills. I am currently the Board Chair for CAPC and secretary of the Board for the Emerald Coast Apartment Association.

I believe I can make a positive impact that will be beneficial to this organization and I appreciate your consideration of me for the Area Housing Commission.

Sincerely,

John Carrell
Commercial Marketing Rep
Gulf Power Company

JOHN W. CARRELL

SUMMARY

Extensive experience marketing energy sales and efficiency with strong work ethic and great leadership skills. Exemplify integrity, personal responsibility, maturity and teamwork while utilizing the strong technical skills gained over the past 28 years. Maintain a balance between professional and personal development. Consideration is given to the company and the customer in all decisions.

AREAS OF EXPERTISE

Leadership	Coaching
System knowledge	Program development
Team support	Program implementation & management
Training and development	Technical knowledge and End-Use Sales

PROFESSIONAL EXPERIENCE

Commercial/Industrial Market Specialist, Gulf Power Company, Pensacola, FL 2014 – Present
Lead the individuals who are responsible for development and support of marketing strategies that contribute to the attainment of Energy Sales and Efficiency goals both DSM and End-Use Sales.

- Drive End-use efficiency goals and sales goals.
- Managed successful implementation of DSM Plan to achieve all established goals since 2011.
- Maintain custom relationships with the Multi-family industry.
- Develop relationship with key decision makers in the Community as a key point in contact for growth goals and expectations from the customers.
- Work directly with the engineering organization to meet customer needs and expectations for new and existing growth.
- Commercial Innovation team lead and member.

Market Specialist Staff and Customer Incentive Program Manager, Gulf Power Company, Pensacola, FL 2011 – 2014 Responsible for development and support of residential marketing strategies which are responsive to market threats and opportunities and contribute to the attainment of Energy Sales and Efficiency / DSM goals.

- Provided project management and field leadership.
- Instrumental in developing the new EarthCents Home and Solar Thermal WH Pilot Program.
- Manage the Custom incentive for Commercial and Industrial applications.
- Provided support and assistance to marketing personnel for Class 1 Ratings and Audit support.
- Demonstrated leadership as the Secretary and Board member for the Emerald Coast Apartment Association.
- Provided program management for the development and deployment of our 2010 DSM and Energy Efficiency goals.
- Presented programs such as Renewable Energy, EarthCents Home, and STWH to industry and civic groups.

Residential Energy Consultant, Gulf Power Company, Pensacola FL 2001 – 2010
Energy Consultant in all areas of Pensacola and Fort Walton Beach/Destin and assisted in all Districts both in residential and commercial.

- Responsibility for New Home construction. Sold GoodCents and all electric home participation to builders, designers, and developers and met regularly with them in the planning and construction stages.
- Spent considerable time in the Existing Home Market. Worked more closely with customers and HVAC dealers to encourage efficiency and sell end use products. Consistently exceeded my goals in Audits, Heating and Water Heating Conversions.
- Increased sales contribution significantly from the existing market to contribute additional EGM value to help exceed the team CPC goal.
- Chairman of the HBA Remodeler's Council in 2006. Participated in HBA events such as Home Expo and Paint your Heart out Pensacola. These events built co-worker confidence in my leadership ability and willingness to contribute to team results.

Local Office Manager, Gulf Power Chipley, FL 1995 – 1997

Served approximately 2 years developing community/company relationships. Team leader for office employees and field service representatives. Participated in many activities and projects.

- Co-chair for the Washington County Chamber of Commerce
- Chair of the United Way Washington County.

Field Engineer, Gulf Power Company, Pensacola FL 1992 – 1995

Worked 3.5 years in the Field Engineering for Ft. Walton Beach/Destin

- Duties included design and project management for the distribution system.
- Supported the Line Department as an Instructor for the Lineman Development Program.

BAS Marketing, University of West Florida
AS Pensacola State College
Class 1, 2, and 3 Rater
REA Certification BPI

PROFESSIONAL MEMBERSHIPS

Chairman of the Board – CAPC –2015 to Present
Board Member/Secretary – Emerald Coast Apartment Association Member – RESNET –
Certified Class 1 Energy Rater
REA Certification BPI

Judy H. Witterstaeter

From: nowind@panhandle.rr.com
Sent: Wednesday, May 24, 2017 11:18 AM
To: Judy H. Witterstaeter
Subject: Housing Commission Resume
Attachments: RESUMEkw.docx

Please find attached a short resume outlining my qualifications for the Commission. Thank you, you can reach me at the above e-mail address or at 587-5778.

RESUME

**Kathleen A. Wilks
7255 Chestnut Rd.
Molino, FL 32577
(850)587-5778**

Wishes to serve on the Housing Commission, with the belief that the knowledge, skill and abilities gained from serving on the EPHRC will serve the County well.

EPHRC

I served as Vice Chair for 5 years, served as Housing Committee chair for 1 year. I developed the Housing Hearing protocols and procedures. I have become fully familiar with County and City housing codes, State laws and building code requirements as well as HUD rules.

Center for Independent Living-Disability Resource Center

I served for 9 years on the Board of Directors, and for 4 years on the executive Committee as Secretary.

DCAN, or Disability Community Advocacy Network

I serve as Chairperson and have for some 4 years. The committee is working to assist the community in becoming accessible to persons with disabilities.

Retired from working in a State job as a healthcare evaluator for AHCA, providing Medicaid/Medicare and State Licensure for all types of healthcare facilities in the District. I was performing COBRA violation investigations through nursing home surveys and licensure. I performed these duties for some 11 years.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12336 **County Attorney's Report** **13. 1.**
BCC Regular Meeting **Action**

Meeting Date: 06/22/2017

Issue: Authorize Payment of Documentary Stamps on Deed of the Real Property Located at 176 Talladega Trail, owned by Ernest C. Wulzer and Rebecca L. Wulzer

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization of the Payment of Deed Documentary Stamps for the Real Property Located at 176 Talladega Trail, owned by Ernest C. Wulzer and Rebecca L. Wulzer

That the Board authorize payment of deed documentary stamps for the real property located at 176 Talladega Trail, owned by Ernest C. Wulzer and Rebecca L. Wulzer, because the real property is being purchased for governmental use and the County benefits from the purchase because of the settlement of pending litigation. This Board previously approved the settlement agreement, dated May 25, 2017, in Case Nos. 2004 CA 001431 and 2014 CA 000957, Ernest C. Wulzer and Rebecca L. Wulzer v. Escambia County.

BACKGROUND:

The real property is being purchased for governmental use and the County benefits from the purchase because of the settlement of pending litigation. This Board previously approved the settlement agreement, dated May 25, 2017, which provides for the purchase of the real property at 176 Talladega Trail owned by Ernest C. Wulzer and his wife Rebecca L. Wulzer. As part of the terms and conditions for purchase of this real property, County obligated itself to pay the documentary stamps on the deed for the purchase of the real property. The property will be used for mitigation of stormwater drainage and other public purposes.

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.
