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 – September 20, 2018 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Barry.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming September 2018, as Suicide Prevention and Awareness Month in Escambia County, Florida, and urging all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy. Together, we can make a difference; and

B. Adopt the Proclamation welcoming Most Worshipful John E. Karroum to Pensacola on the occasion of his visit to the Hadji Shrine Temple.

7. Retirement Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Russ Davis, Equipment Operator IV, in the Waste Services Department, on his 36 years of dedicated service to Escambia County.

8. Written Communication.

August 3, 2018 Communication from Amanda Barnes requesting relief for the Community Development Block Grant (CDBG) Program Mortgage for property located at 33 Camelia Drive.

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

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

10. 5:31 p.m. Public Hearing for consideration of amending the Atwood Redevelopment Area Plan as to boundaries only.

Recommendation: That the Board approve amending the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

11. 5:32 p.m. Public Hearing for consideration of amending an Ordinance relating to the Atwood Redevelopment Trust Fund.

Recommendation: That the Board take the following action concerning amending an Ordinance relating to the Atwood Redevelopment Trust Fund:

A. Adopt an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with Resolution R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

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 September 13, 2018, C/W Workshop:

A. Immediately begin negotiations with Navy Federal Credit Union (NFCU) to sell the northeastern most 100 acres of the OLF8 property to NFCU at market price, subject to NFCU's commitment of a mutually agreed upon number of jobs to be added to the NFCU campus (C/W Item #3); and

B. Move forward with the recommended plan of seven access points at the jail site and prepare the issue agreement based on the number permitted by the Florida Department of Transportation (C/W Item #5).

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 110

I. Consent Agenda

1. Recommendation Concerning Write-Off of Return Checks and Accounts Receivables

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of $865.47 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

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

That the Board accept, for filing with the Board's Minutes, the Oath of Office for Escambia County Health Facilities Authority Board Member Eugene Franklin, who was reappointed to a new four-year term by the Board of County Commissioners on August 16, 2018.

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. Approve the Minutes of the Emergency Board Meeting held September 4, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 6, 2018;

C. Approve the Minutes of the Regular Board Meeting held September 6, 2018; and

D. Approve the Minutes of the First Budget Public Hearing regarding the Fiscal Year 2018/2019 County-wide Budget held September 10, 2018.

GROWTH MANAGEMENT REPORT

I. Action Item

1. Recommendation Concerning Final Plat Bentley Oaks Unit 9 Permit #18082552

That the Board take the following action concerning recording of the Final Plat of Bentley Oaks Unit 9, (a 37-lot single family residential subdivision), located in the Cantonment Community and lying west of County Road 297A and lies between West Kingsfield Road and Muscogee Road. Owned and developed by Beaird Development, LLC. Prior to recording, the County Surveyor, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names “Banyan Place" and "Broadleaf Circle";

C. Accept all public easements, drainage improvements within public easements, as depicted upon the final plat for permanent County maintenance; the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage Improvements.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Scheduling a Public Hearing Regarding the Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation - Derek Whidden, Risk Manager, Escambia County Sheriff's Office

   That the Board authorize the scheduling of a Public Hearing on October 4th, 2018, at 5:31 p.m., for the purpose of receiving public comments concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2018 Local Solicitation Project funding.

2. Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, FHPS, Director and Health Officer, Florida Department of Health, Escambia

   That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the assets shown in the list provided. The assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

3. 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 the equipment, which is described and listed on the Request Forms, with reason of disposition stated.

4. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

   That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

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

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

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC., Rocky Mountain Holdings, LLC., dba Air Methods Corporation, Shands Teaching Hospitals d/b/a UF Health ShandsCair, and Sacred Heart Children's Hospital, effective January 1, 2019, through December 31, 2019; and

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

6. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 16, 2018 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 16, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

7. Recommendation Concerning the Amendment of Agreement for Temporary Medical Staffing Services, PD14-15.067 - William Powell, Director of Corrections

That the Board take the following action:

A. Approve the Amendment of Agreement for Temporary Medical Staffing Services, PD 14-15.067, which amends the Agreement to reflect that the Contractor's name has changed from NurseFinders of Pensacola, LLC, to NurseSpring of Pensacola, LLC; and

B. Authorize the Chairman to execute the aforementioned Amendment.

[Funding Source: Fund 001, General Fund; Cost Center 290402]

8. Recommendation Concerning Access Authorization for 200 West Fairfield Drive Property to U. S. Department of Environmental Protection - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to sign the Access Authorization for 200 West Fairfield Drive Property granting authorization to the United States Environmental Protection Agency (and authorized representatives) to have access to the property to conduct sampling, investigations, and environmental assessments.

9. Recommendation Concerning the Access and Construction Agreement with Pensacola State College for the Jones Swamp Floodplain Restoration & Expansion Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Access and Construction Agreement with Pensacola State College for the Jones Swamp Floodplain Restoration & Expansion Project:

A. Approve the Access and Construction Agreement (College Contract Number 2019076) between the District Board of Trustees of Pensacola State College, Florida, and Escambia County; and

B. Authorize the Chairman to sign the Agreement and any subsequent documents related to acceptances, execution, reporting, no-cost time extension, and Amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

10. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Delano Street - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate a portion of Delano Street:

A. Authorize the scheduling of a Public Hearing on November 1, 2018, at 5:31 p.m., to consider the Petition to Vacate a portion of Delano Street, as petitioned by the owner, James W. Kiker; and

B. Require the Petitioner to notify all property owners within a 500-foot radius.

This petition refers to an area located in District 3.

11. Recommendation Concerning Authorization for Removal of Occupants from County-Owned Property Located at 1224 West Hatton Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning authorization for removal of occupants from County-owned property located at 1224 West Hatton Street, Account#: 06-2389-000; Reference #: 17-2S-30-5009-023-041, District 3:

A. Authorize the County Attorney's Office to take such action necessary for removal of the occupants from County-owned property;

B. Authorize the removal of any abandoned property and/or vehicles from the County-owned property; and

C. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the removal of occupants and any abandoned property and/or vehicles from the County-owned property.

12. Recommendation Concerning the Scheduling of a Public Hearing for the Logan Place Speed Signs Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on October 4, 2018, at 5:32 p.m., to consider adoption of an Ordinance creating the Logan Place Speed Signs Municipal Services Benefit Unit (MSBU).

13. Recommendation Concerning the West Cervantes/Mobile Highway Corridor Safety Improvements - "A" Street to Dominguez Street - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the West Cervantes/Mobile Highway Corridor Safety Improvements - "A" Street to Dominguez Street:

A. Direct staff to produce a Resolution to the Florida Department of Transportation (FDOT) assuring some level of financial commitment to the corridor safety improvements project for the construction phase anticipated in FDOT Fiscal Year (FY) 2021; and

B. Allocate $1,000,000 in Local Option Sales Tax IV in Fiscal Year (FY) 2021 to match the City of Pensacola's $1,000,000 pledged commitment.

[Funding: Local Option Sales Tax IV - $1,000,000 in FY 2021]

II. Budget/Finance Consent Agenda

1. Recommendation Concerning an Extension of the Agreement Relating to Scale Maintenance, PD 14-15.092, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

   That the Board approve the extension of the Agreement Relating to Scale Maintenance, PD 14-15.092, to Fairbanks Scales, Inc., for a period of 12 months, effective November 5, 2018, per the terms of the Agreement, for the performance of the scale maintenance services for the Waste Services Department, in the amount of $70,000 annually, with no change in the fee structure as approved on November 5, 2015.

   [Funding: Fund 401, Solid Waste Fund, Cost Centers 230307 & 230314, Object Code 54601 - $70,000 annually]

2. Recommendation Concerning Multi-family Housing Revenue Bonds for a Multi-Family Rental Housing Project (Taylor Pointe Apartments Located in Indian River County, Florida) - JoLinda H. Herring, Bryant Miller Olive P.A. and Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority

   That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding $16,000,000, Multi-family Housing Revenue Bonds (the “Bonds”) by the Escambia County Housing Finance Authority (the “Authority”) to be used to finance or refinance the Taylor Pointe Apartments located in Indian River County, Florida.

3. Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000 - Todd Humble, Library Services Department Director

That the Board authorize the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-01, for the purchase of materials for the West Florida Public Libraries from the following vendors, at the estimated annual amounts listed below:

A.	Brodart Vendor Number: 025970 Library Materials Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 56601 (Books/Publicat/Libr. Mat)	$268,000	55101500-ACS-17-1
B.	Midwest Tape, LLC. Vendor Number: 133307 Library Materials Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 56601 (Books/Publicat/Libr. Mat) Amount: $145,000	$145,000	55101500-ACS-17-1

4. Recommendation Concerning a Change Order to Ward International Trucks, LLC, for the Public Safety Department's Ambulance Fleet Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 2, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	$100,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	180841
Change Order #:	2
Original Award Amount:	$300,000
Cumulative Amount of Change Orders through this CO:	$140,000
New PO Total:	$440,000

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

5. Recommendation Concerning the Purchase of Seven Cardiac Monitors for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of seven cardiac monitors for the Public Safety Department, Emergency Medical Services (EMS) Division:

A. Authorize the County to utilize the NASPO (National Association of State Procurement Officials) Cooperative Contract #OK-SW-300, for the purchase of seven LifePak 15 cardiac monitors; and

B. Authorize the issuance of a Purchase Order to Physio-Control (Vendor #164035), the equipment manufacturer, in the amount of $238,637, for seven LifePak 15 cardiac monitors;

[Funding Source: Fund 408, Emergency Medical Service Fund]

6. Recommendation Concerning Amending the Board's Action of November 2, 2017, Regarding the Annual Amount Approved for Keep Pensacola Beautiful - Michael Rhodes, Parks and Recreation Department Director

That the Board amend its action of November 2, 2017, to revise the annual amount approved for Keep Pensacola Beautiful, from $150,000 to $155,000, per Contract PD 16-17.008, Agreement for Maintenance of County Parks and Boat Ramps.

[Funding: Funding is available in Fund 001 (General), Cost Center 350226 (Park Maintenance); Fund 101 (Restricted), Cost Center 350236 (Fishing Bridge); Fund 352 (Local Option Sales Tax III), Cost Center 350229 (Park Capital Projects); Fund 353 (Local Option Sales Tax IV), Cost Center 350222 (Park Capital Projects)]

7. Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Corrections Department - William Powell, Director of Corrections

That the Board, for Fiscal Year 2018/2019, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Corrections Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Attenti US, Inc. Vendor Number: 010097 Electronic Monitoring Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: $84,000 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: $36,000	$120,000	WSCA-NASPO Contract #00212 as provided for in PD 15-16.017
B.	Drug Free Workplaces, Inc. Vendor Number: 042368 Drug Screening Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: $45,445 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: $25,375 Fund: 114 (Misdemeanor Probation) Cost Center: 290305 (Residential Probation) Amount: $275 Fund: 114 (Misdemeanor	$74,095	PD 14-15.013

	Probation) Cost Center: 290306 (Pre-Trial Diversion) Amount: $3,000		
C.	Spirit, Inc DBA Spirit Solutions, Inc. Vendor Number: 423519 Case Management Software Support and Maintenance Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: $17,000 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: $48,000	$65,000	PD 16-17.025
D.	Aramark Corporation Vendor Number: 013778 Escambia County Jail Food and Commissary Services Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $1,224,897 Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $71,916	$1,296,813	PD 13-14.063 and PD 13-14.065
E.	Baptist Hospital, Inc. Vendor Number: 400239 Emergency Inmate Medical Care Fund: 001 (General) Cost Center: 290302 (Inmate Medical) Amount: $328,000	$328,000	Related to Emergency Inmate Medical Care
F.	Bob Barker Company, Inc. Vendor Number: 020807 Laundry and Cleaning Supplies Fund: 111 (Detention/Jail	$97,706	PD 13-14.046

	Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $97,706		
G.	Charles Neely Corp DBA PR Chemical and Paper Supply Vendor Number: 150532 Laundry and Cleaning Supplies Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $11,910 Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $182,100	$194,010	PD 13-14.046
H.	Diamond Drugs Vendor Number: 041283 Inmate Pharmacy Services Fund: 001 (General) Cost Center: 290302 (Inmate Medical) Amount: $1,439,218	$1,439,218	PD 16-17.005
I.	Galls, LLC Vendor Number: 070290 Corrections Department Uniforms Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $71,545 Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $2,120	$73,665	PD 13-14.048
J.	George A. Smith Vendor Number: 071238 Part-Time Physician Services; Inmate Medical Fund: 001 (General) Cost Center: 290402 (Inmate Medical)	$105,600	PD 17-18.034

	Amount: $105,600		
K.	Locumtenens Holdings, LLC/Locumtenens.com, LLC Vendor Number: 422395 Psychiatric Services; Inmate Medical Fund: 001 (General) Cost Center: 290302 (Inmate Medical) Amount: $220,800	$220,800	PD 17-18.003
L.	Renal Care Group of the Southeast DBA Fresenius Medical Care Pensacola Vendor Number: 420520 Inmate Dialysis Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $100,000	$100,000	Related to Emergency Inmate Medical Care
M.	Renal Care Group of the Southeast/Fresenius Medical Care Pensacola Vendor Number: 420520 Inmate Dialysis Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $88,952	$88,952	Related to Emergency Inmate Medical Care
N.	Sacred Heart Health Systems Vendor Number: 421701 Emergency Inmate Medical Care and Lab Testing Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $407,568	$407,568	Related to Emergency Inmate Medical Care
O.	Walton County Sheriff's Office Vendor Number: 230384 Inmate Care and Custody Fund: 001 (General) Cost Center: 290401 (Detention)	$4,517,232	Agreement BCC Approved 07/06/2017

	Amount: $4,447,232 Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $70,000		
P.	The Merchants Company Vendor Number: 132992 Food Service Supplies; Escambia County Road Prison Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: $85,000	$85,000	PD 16-17.024
Q.	Sysco Gulf Coast, Inc. Vendor Number: 196366 Food Service Supplies; Escambia County Road Prison Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: $55,000	$55,000	PD 16-17.024

8. Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewals Provided for in the Agreement Relating to Inmate Phone Services for the Escambia County Jail, PD 13-14.064 - William Powell, Director of Corrections

   That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement covered by PD 13-14.064, the Agreement Relating to Inmate Phone Service for the Escambia County Jail.

   [Funding: This is a revenue agreement benefiting the Jail's inmate welfare fund, Fund 111]

9. Recommendation Concerning Amendment #013 to Contract #A0150 between Escambia County and Big Bend Community Based Care, Inc. - William Powell, Director of Corrections

That the Board take the following action concerning Amendment #013 to Contract #A0150 with Big Bend Community Based Care, Inc:

A. Approve Amendment #013 to Contract #A0150. This Amendment updates and replaces all previous versions of the Standard Contract. In approving Amendment #013, we accept that the contracted amount for the renewal period of July 1, 2018, through June 30, 2019, will be $43,971. This allocation represents no decrease in funding over the previous contract period; and

B. Authorize the Chairman to sign Amendment #013 to Contract #A0150, including necessary attachments.

[Funding: This Contract is a fixed-rate Contract for a total of $43,971, for Fiscal Year 2018/2019]

10. Recommendation Concerning CHUBB Cyber Enterprise Risk Management Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, in the amount of $23,905, for Cyber, Privacy and Network Security Liability insurance written through ACE American Insurance Company, for the period of October 1, 2018, through September 30, 2019.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

11. Recommendation Concerning Workers' Compensation Insurance Renewal - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2018, through September 30, 2019, in the amount of $1,201,452, with a $100,000 per occurrence deductible.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

12. Recommendation Concerning General Lines Insurance Agent (PD 15-16.039) - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, in the amount of $130,000, in accordance with PD 15-16.039, General Lines Insurance Agent, for the period of October 1, 2018, through September 30, 2019.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

13. Recommendation Concerning Waiving the March 1, 2018, EDATE Application Deadline for Ascend Performance Materials, LLC - Jack Brown, County Administrator

That the Board waive the March 1, 2018, deadline for the Economic Development Ad Valorem Tax Exemption (EDATE) Application of Ascend Performance Materials, LLC, for the 2018 tax year, as permitted by Escambia County Code of Ordinances Sec. 90-149(c), which states that the Board "may waive the March 1 deadline when good cause is shown by the applicant." Ascend Performance Materials requests this consideration due to personnel changes at the corporate level leading to a lack of awareness of the county-level reporting obligation. The Board adopted the Ordinance establishing Ascend's EDATE on June 28, 2012, and there have been no subsequent Board actions regarding an EDATE deadline waiver.

[Funding Impact: Per the Property Appraiser, the 2018 abated and anticipated amount of ad valorem tax would be approximately $154,000]

14. Recommendation Concerning the U.S. Environmental Protection Agency Cooperative Grant Agreement Notice of Award for the Pensacola and Perdido Bays Estuary Program - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the U.S. Environmental Protection Agency (EPA) Cooperative Grant Agreement Notice of Award for the Pensacola and Perdido Bays Estuary Program:

A. Accept the U.S. Environmental Protection Agency (EPA) Cooperative Agreement Grant Number (FAIN) 00D81118 Notice of Award, for the Pensacola and Perdido Bays Estuary Program, in the amount of $2,000,000;

B. Authorize the County Administrator or his designee to sign all future documents related to the Cooperative Grant Agreement, subject to Legal review and sign-off, such as no cost time extensions and no cost Amendments; and

C. Authorize staff to establish the grant-funded positions identified in the Cooperative Grant Agreement and fill the grant-funded positions as needed.

[Funding: Fund 118, Gulf Coast Restoration Fund. The cost center will be established with a Supplemental Budget Amendment]

15. Recommendation Concerning the Annual Certified Budget for the Mosquito Control Division, Fiscal Year 2018-2019 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Annual Certified Budget for Mosquito Control for Fiscal Year 2018-2019, as required by the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, relating to the Mosquito Control Division, Department of Natural Resources Management.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds]

16. Recommendation Concerning Group Medical Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance:

A. Approve the employee and retiree health insurance premiums; Attachment 1 shows premiums reflecting a $50 discount for employees who do not use tobacco; Attachment 2 shows the health insurance premiums for the County's retirees; Medicare Advantage, Pharmacy and Medicare Plan F premiums will be determined later. Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

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

C. Authorize the Health Care Opt-out Program at the same amount as 2018 plan year; and

D. Authorize the following plan design changes to assist in aligning our plans to our costs (net claims per employee per month) and Affordable Care Act requirements upon losing our Grandfather status:

- No changes to the HSA (Health Saving Plans)

- Blue Option 1352
  - Change the deductible from - $750 (single)/$2,250 (family) to $1,000 (single) /$3,000 (family)
  - Change the Out-of-Pocket maximum from - $3,000 (single)/$9,000 (family) to $3,250 (single)/$9,750 (family)
  - Wellness Preventive Care - $20 copay/20% coinsurance to 100% (deductible waived) (Affordable Care Act)
  - Walk-In Urgent Care Visit – Deductible + 20% to a $50 co-pay
  - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
- Blue Option 1552
  - Change the deductible from - $500 (single)/$1,500 (family) to $750 (single)/$2,250 (family)
  - Change the Out-of-Pocket maximum from - $2,000 (single)/$6,000 (family) to $2,250 (single)/$6,750 (family)
  - Wellness Preventive Care - $15 copay/$30 copay to 100% (deductible waived) (Affordable Care Act)

- Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
- Increase the premiums for both the employer and employee contribution by 8.8%

17. Recommendation Concerning a Change Order in Excess of $50,000, to Blue Cross/Blue Shield of Florida for Administrative Services and Stop Loss Insurance - Eric Kleinert, Human Resources Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order 1, in excess of $50,000, adding funds for Administrative Services and Stop Loss Insurance for the County's Self-Funded Health Insurance Plan:

Department:	Human Resources
Division	Benefits
Type	Addition
Amount	$1,124,000
Vendor	Blue Cross/Blue Shield of Florida
Purchase Order	180592
Change Order	1
Original Award Amount	$20,332,474
Cumulative Amount of Change Orders Through This Change Order:	$0
New Purchase Order Total	$21,446,474

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54501]

18. Recommendation Concerning Change Order #2 for Purchase Order 180589, Blue Cross Blue Shield of Florida - Eric Kleinert, Human Resources Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, in excess of $50,000, to add funds to Purchase Order 180589, Blue Cross Blue Shield of Florida, for the Administrative Services and Stop Loss Insurance:

Department:	Human Resources
Division	Benefits
Type:	Addition
Amount	$176,000
Vendor:	Blue Cross/Blue Shield of Florida
Purchase Order:	180589
Change Order:	2
Original Award Amount:	$1,924,325
Change Order # 1:	$3,000
Change Order #2:	$176, 000
Cumulative Amount of Change Orders:	$179,000
New Purchase Order Total:	$2,103,325

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

19. Recommendation Concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc.:

A. Approve the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. (LSNF), in the amount of $60,000; and

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

[Funding: Fund 129/2018 CDBG, Cost Center 370232]

20. Recommendation Concerning the 2018/2019 Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2018/2019 Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc.:

A. Approve the Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc., in the amount of $47,000, for the 2018/2019 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center 370232]

21. Recommendation Concerning Gulf Power Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 20, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia Community Redevelopment Agency (CRA), concerning the Gulf Power Street Lighting Project Contracts:

A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule for the Westernmark Subdivision within the Palafox Redevelopment Area for $74,259.36;

B. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule along Gulf Beach Highway within the Warrington Redevelopment Area for $94,422.48; and

C. Authorizing the Chairman or Vice Chairman to sign the Contracts.

[Funding: Palafox CRA, Fund 151/Cost Center 370115 and Warrington CRA, Fund 151/Cost Center 370114]

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

That the Board ratify the following September 20, 2018, 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 six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Patrick D. Pinney, owner of residential property located at 126 Rue Max Avenue, Barrancas Redevelopment District, each in the amount of $4,665, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace windows;

2. The Agreements between Escambia County CRA and Richard A. Browning, owner of residential property located at 110 Brandywine Road, Barrancas Redevelopment District, each in the amount of $5,522, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

3. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 13 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $2,025, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

4. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 208 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof and total electrical rewiring;

5. The Agreements between Escambia County CRA and Ema Elizabeth Sanderson, owner of residential property located at 216 West Sunset Avenue, Warrington Redevelopment District, each in the amount of $4,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

6. The Agreements between Escambia County CRA and Maureen McBride, owner of residential property located at 321 Chattman Street, Warrington Redevelopment District, each in the amount of $4,143,

representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

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

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

That the Board ratify the following September 20, 2018, 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 nine 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**
Joseph and Donna J. Baudendistel	1315 Wisteria Avenue	$5,800
Richard Devereux	502 Greve Road	$3,788
William E. III and Julie Grimsley	1214 Wilson Avenue	$4,163
Isobel Jacobs	214 Payne Road	$2,400
Ronnie Katona	103 Kalash Road	$1,425
Michelle A. Ray	208 Henry Street	$2,285
James E. and Socorro L. Scarborough	104 Milton Road	$3,180
Wendy E. Suermann	215 Northwest Gilliland Road	$6,000
Jane E. Thiesse	419 Southeast Baublits Drive	$2,185

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

24. Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 20, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

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

Property Owner	Address	Amount
Carco Properties, Inc.	314 South Navy Boulevard	$1,335

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

25. Recommendation Concerning Escambia Community Clinics, Inc.'s, Participation in the Agency for Health Care Administration's Low Income Pool - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve and authorize the Chairman to sign the Low Income Pool Letter of Agreement between Escambia County Board of County Commissioners on behalf of Escambia Community Clinics, Inc. (ECC), and the State of Florida, Agency for Health Care Administration, allowing the ECC to participate in the Agency for Health Care Administration's Low Income Pool, in an amount not to exceed $351,284.

26. Recommendation Concerning Supplemental Budget Amendment #224 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #224, Internal Service Fund (501), in the amount of $1,500,000, to recognize an increase in the dependent group health revenue budget due to higher than projected employee contributions, and to appropriate these funds to be used toward the County's self-funded health insurance claims to complete Fiscal Year 2017/2018.

27. Recommendation Concerning the Renewal of Contracts between Escambia County, Florida, and Ingram Signalization, Inc. - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Review and approve the renewal for Contract PD 15-16.090 (Traffic Signal Construction) with Ingram Signalization, Inc., for 12 months;

B. Review and approve the renewal for Contract PD 15-16.089 (Street and Navigation Lighting Maintenance and Repair) with Ingram Signalization, Inc., for 12 months; and

C. Authorize the Chairman to sign any documentation necessary to permit the 12-month Contract renewals.

[Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

28. Recommendation Concerning the Rental of the Brownsville Community Center for Impact 100 - Commissioner Jeff Bergosh, District 1

That the Board approve $1,000 for the rental of the Brownsville Community Center for Impact 100. The funds will be transferred from Commissioner Bergosh's discretionary money, to the Escambia County Neighborhood & Human Services Budget.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

29. Recommendation Concerning General Liability and Professional (Medical Malpractice) Insurance for the Jail - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to USI Insurance Services, LLC, for the combined General Liability –Professional Criminal Justice Service Operations insurance policy written through AB Risk (Wholesale Broker) and issued by Brit Global Specialty USA, effective October 1, 2018, through September 30, 2019, in the amount of $512,937, with a $100,000 deductible; and

B. Approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance policy written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by certain underwriters at Lloyd's, London, to extend the existing policy for 1 month effective October 1, 2018, to November 1, 2018, in the amount of $5,570, to allow additional time for negotiation of the terms for a full term policy.

[Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501]

30. Recommendation Concerning the Funding Request for the Truth For Youth, "Back on the Blocks Festival" - Commissioner Jeff Bergosh, District 1

That the Board approve funding $500 for the Truth for Youth, "Back on the Blocks Festival," November 9-10, 2018, from Commissioner Jeff Bergosh's discretionary money, and approve a voucher for this purpose.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

31. Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000, for Fiscal Year 2018-2019 - Jack R. Brown, County Administrator

That the Board approve the issuance of individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, for Fiscal Year 2018-2019, per the following:

A. Gentry and Associates, LLC.
Vendor Number: 071229
State Lobbyist Contract
Fund: 001, General Fund
Cost Center: 110201/53101
PD 17-18.052
BCC Contract Approval: July 5, 2018
Amount: $60,000

B. Alcalde and Fay, LTD.
Vendor Number: 010368
Federal Lobbyist Contract
PD 16-17.038
Fund: 001 General Fund
Cost Center: 110201/53101
Amount: $82,000
($6,500 per month plus $4,000 in travel expenses)

C. Dynamic Security Services, Inc.
d/b/a Dynamic Security
Vendor: 010368
PD 15-16.051
Fund: 001, General Fund
BCC Contract Approval 08/04/17
Amount: $55,000

32. Recommendation Concerning the Funding Allocation for the Studer Institute in Conjunction with the United Way of Escambia County, to Develop a Map of the ALICE Households in Escambia County - Doug Underhill, Commissioner, District 2

That the Board approve Commissioner Underhill's request to provide $5,000, from the Economic Development fund for the Studer Institute in conjunction with the United Way of Escambia County to develop a map of the ALICE (Asset Limited, Income Constrained, Employed) Households in Escambia County.

A master copy of the ALICE report will be available in the County Administrator's Office and in the back of the Board Room for the public to view.

[Funding: Fund 102, Economic Development; Cost Center 360704; Object Code 55101, Office Supplies and Maps]

33. Recommendation Concerning the Second Year Option to Renew PD 15-16.051, Security Services for Various County Buildings - Jack R. Brown, County Administrator

That the Board approve the second one-year renewal option, as outlined in the terms of the Agreement for Security Services with Dynamic Security Services, Inc. d/b/a Dynamic Security, Inc., per PD 15-16.051, Security Services for various County Buildings, including the Ernie Lee Magaha Building, the West Florida Regional Library, and the COBB Building. The original Agreement was approved by the Board on August 4, 2016.

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 53401, Library Branches; Fund 001, General Fund, Cost Center 110201, Object Code 53401, Ernie Lee Magaha Complex; and Fund 001, Pre-Trail Release, Cost Center 290307, Object Code 53401, Cobb Building]

34. Recommendation Concerning the Authorization for Cumulative Expenditures Over $50,000, in Fiscal Year 2017-2018 for Demolition or Lot Clearing Services for Department of Natural Resources - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Amend the prior action of March 1, 2018 (CAR II-3), authorizing cumulative total expenditures over $50,000, in Fiscal Year 2017-2018, to contractors performing demolition or lot-clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than $50,000, based on competitive quotes to include HHH Construction, Inc., Vendor No. 080060; and

B. Ratify issuance of Purchase Orders 181172 ($30,500) and 181477 ($34,700) to HHH Construction, Inc., related to the performance of demolition and lot-clearing services.

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

III. For Discussion

1. Recommendation Concerning Business Auto Liability for Escambia County Area Transit - Robert Dye, Manager, Risk Management Office

That the Board approve one of the following options concerning Business Auto Liability Insurance for Escambia County Area Transit:

A. Payment to USI Insurance Services, LLC, for the Business Auto Insurance Policy, written through Preferred Governmental Insurance Trust (PGIT) for Escambia County Area Transit (ECAT), with a $1,000,000 Auto Liability limit and statutory Personal Injury Protection, effective October 1, 2018, through September 30, 2019, in the amount of $92,647, with a $10,000 deductible; or

B. Payment to USI Insurance Services, LLC, for the Business Auto Insurance Policy, written through Preferred Governmental Insurance Trust (PGIT) for Escambia County Area Transit (ECAT), with a $1,000,000 Auto Liability limit and statutory Personal Injury Protection, effective October 1, 2018, through September 30, 2019, in the amount of $92,647, with a $10,000 deductible with an optional second year of coverage, effective October 1, 2019, through September 30, 2020.

Premium for the second year will be determined based on updated exposure values for this period. The rates for the second year will be identical to those for the period commencing October 1, 2018, with premiums subject to the changes to Scheduled Property, Inland Marine, and Automobile.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

2. Recommendation Concerning Local Government Contribution Application for SAIL Financing through Florida Housing Finance Corporation - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Local Government Contribution Application for SAIL Financing through Florida Housing Finance Corporation:

A. Support the provision of a local government contribution, in the amount of $37,500, for multi-family developments applying for State Apartment Incentive Loan (SAIL) Financing through Florida Housing Finance Corporation (FHFC) under RFA 2018-114 and RFA 2018-116;

B. Approve the local Application Form and timelines; and

C. Support the provision of an additional $100,000 for developments providing a homeless set aside unit.

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

3. Recommendation Concerning the Northwest Florida Health Council (District 1) Also Known as Northwest Florida Big Bend Health Council - Jack R. Brown, County Administrator

That the Board take the following action concerning reappointments/appointments to the Northwest Florida Health Council (District 1) also known as Northwest Florida Big Bend Health Council (Council):

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Krystle E. Galace, to another two-year term, effective October 1, 2018, through September 30, 2020, to serve as "Purchaser":

B. Reappoint or appoint three of the following individuals to serve a two-year term, effective October 1, 2018, through September 30, 2020, to serve as "Provider":

1. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Dr. John J. Lanza (Provider);

2. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Dr. George Smith (Provider);

3. Reappoint Michael D. King (Provider); or

4. Appoint Tammy R. Norstum (Provider); and

C. Reappoint or appoint two of the following individuals to serve a two-year term, effective October 1, 2018, through September 30, 2020, to serve as "Elderly Consumer":

1. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Vivian Krumel Storey (Elderly Consumer);

2. Reappoint Jeanette Moore (Elderly Consumer); or

3. Appoint Deborah A. Trocki (Elderly Consumer).

Deborah A. Trocki and Tammy R. Norstum responded to the General Alert that was posted on the County's website from July 20, 2018, through August 3, 2018, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for appointments to the Northwest Florida Health Council, also known as the Northwest Florida Big Bend Health Council.

4. Recommendation Concerning the Acquisition of Property Located at 6425 Mobile Highway - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Authorize the purchase of real property located at 6425 Mobile Highway from Wells Fargo Bank, for Library Services;

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 6425 Mobile Highway; 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.

[Funding Source: Fund 113, Library Fund, Cost Center 110501, Object Code 59801]

This property is located in District One.

THE CONTRACT WILL BE DISTRIBUTED AS ADDITIONAL BACK-UP UNDER SEPARATE COVER.

5. Recommendation Concerning Authorizing a Request for Proposal to Hire a Professional Planner for the OLF8 Master Plan - Commissioner Bergosh, District 1

That the Board take the following action:

A. Authorize staff to prepare a Request for Proposal (RFP) to hire a Professional Planner for the OLF8 Master Plan; and

B. Discuss who will serve on the Selection Committee for the Request for Proposal.

6. Recommendation Concerning Alcohol Sales Measurement - Horace L. Jones, Director, Development Services Department

   That the Board discuss Article 7 Supplemental Use Regulations, Section 4-7.5, Alcoholic beverage sales, (b) Measurement., Escambia County Land Development Code, and provide direction, if any.

7. Recommendation Concerning Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties - Tonya Gant, Neighborhood & Human Services Director

   That the Board approve or deny the following action concerning Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties:

   A. Set-aside minimum funding as required by RFA 2018-110 to support one Application; and

   B. Provide for a homeless or special needs unit set-aside in the Application for households at or below 30% area median income; and

   C. Authorize Staff to update the Application process accordingly for the 2018 Housing Tax Credit (HTC) cycle.

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

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claim Brought by Cynthia Dean.

   That the Board approve a proposed settlement in the sum of $107,500.00 payable to Cynthia Dean which would constitute a complete resolution of Cynthia Dean's outstanding Workers' Compensation claim, including all medical and indemnity benefits to which she may be entitled. The Board would be responsible for full payment of the settlement, if approved.

2. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by James Kite.

   That the Board approve a proposed settlement in the sum of $50,000.00 payable to James Kite which would constitute a complete resolution of Mr. Kite's outstanding Workers' Compensation claims, including all medical and indemnity benefits to which he may be entitled. The Board would be responsible for full payment of the settlement, if approved.

3. Recommendation Concerning Approval of Mediated Settlement Agreement in the Matter of Escambia County v. Rod Cooke Construction, Inc., et al., Case No. 2017 CA 001563

   That the Board take the following action:

   A. Approve a proposed settlement with Defendants; and

   B. Authorize the Chairman to execute the proposed settlement agreement, if approved by the Board.

   [THE PROPOSED SETTLEMENT AGREEMENT TO BE PROVIDED UNDER SEPARATE COVER].

14. Items added to the agenda.

15. Announcements.

16. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14855 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 09/20/2018
Issue: Adoption of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming September 2018, as Suicide Prevention and Awareness Month in Escambia County, Florida, and urging all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy. Together, we can make a difference; and

B. Adopt the Proclamation welcoming Most Worshipful John E. Karroum to Pensacola on the occasion of his visit to the Hadji Shrine Temple.

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

Suicide Prevention and Awareness Month

Most Worshipful John E. Karroum

P R O C L A M A T I O N

***WHEREAS**, in the United States, one person dies by suicide every 11.7 minutes, with 44,965 deaths by suicide in our country during 2016; and*

***WHEREAS**, in the United States, suicide is the tenth-leading cause of all deaths and the second-leading cause of death among people from the age of 15 to 24; and*

***WHEREAS**, suicide is one of the most disruptive and tragic events a family and a community can experience, with more than 3,187 lives lost in Florida in 2017 and an estimated 25 attempted suicides for each suicide death; and*

***WHEREAS**, in Florida, suicide is the eighth-leading cause of all deaths and the third-leading cause of death among people from the age of 15 to 24; and*

***WHEREAS**, in 2017, over 39,825 Florida residents called the National Suicide Prevention Lifeline for assistance; and*

***WHEREAS**, public awareness is key to preventing further loss of life as suicide can be reduced through information, education, treatment, and resources; and*

***WHEREAS**, public awareness of this terrifying problem is the key to preventing further suffering and loss of life; and the risk for human self-destruction can be reduced through awareness, education and treatment; and as the highest risk for suicide is among the survivors of those who died by suicide or those who have attempted suicide; and*

***WHEREAS**, if you are not sure if someone needs help, the right thing to do is to ASK. Ask if they are thinking about ending their life. Share that you care. Keep them company until you connect them to Careline or someone they trust who can offer adequate support.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim September 2018, as **SUICIDE PREVENTION AND AWARENESS MONTH** in Escambia County, Florida, and urges all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy. Together, we can make a difference.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 20, 2018

PROCLAMATION

WHEREAS, *Most Worshipful John Elias Karroum was born in Damascus, Syria. He graduated from College de Peres Lazaristes in 1968. He attended Damascus University Medical School and graduated as a Medical Doctor in 1974. After his military service, he moved to Venezuela to be with his family in 1977. He worked as a General Practitioner for two years. In 1979, he moved to the United States to pursue a higher education in Medicine. He became Board Certified in Anatomic and Clinical Pathology with a Sub-Specialty in Dermapathology. He practices his specialty and has been the Medical Director of Broward Medical Lab in Fort Lauderdale, Florida, since 1997. He is married to Carol Karroum and they have one daughter "Shelly" and two granddaughters; and*

WHEREAS, *Most Worshipful Karroum received the Three Symbolic Degrees of Freemasory in Zahle Lodge No. 1047, chartered by The Grand Lodge of Scotland in Zahle, Lebanon, in 1977. He is a life member of his mother lodge. He is also a member of Arawak Lodge No. 8877, chartered by the United Grand Lodge of England, in Freeport, Grand Bahamas. He has the honorary title of Past District Senior Grand Warden of The Grand Lodge of the Bahamas and Turks; and*

WHEREAS, *Most Worshipful Karroum joined Boynton Lodge No. 236, F. & A.M., in 2001, and served as Junior Steward, Senior Deacon, Senior Warden, and as Worshipful Master in 2006. He served as Secretary of his Lodge from 2007 through 2015. He has served his District in various Committee Chairmanships from 2004 through 2014 and as District Instructor in 2007 and 2008. He was appointed District Deputy Grand Master by Most Worshipful Jim J. Harris in 2011. He also served on the Board of Trustees of the Masonic Home for five years from 2010 through 2015. He served as Chairman of the Admissions and Relief Committee for one year and Chairman of the Budget Committee for the Masonic Home for three years. Most Worshipful Karroum was given the Lifetime Appointment of being the Grand Representative to The Grand Lodge of Scotland for The Grand Lodge of Florida in 2016; and*

WHEREAS, *Most Worshipful Karroum was elected to the Office of Junior Grand Warden on May 25, 2015, at the 186th Annual Grand Communication, then Senior Grand Warden on May 30, 2016, and Deputy Grand Master on May 29, 2017. He was elected Grand Master at the 189th Annual Grand Communication and then installed as Grand Master of Masons of Florida on May 30, 2018; and*

WHEREAS, *Most Worshipful Karroum is a 32° KCCH Scottish Rite Mason in the Valley of Lake Worth, Lake Worth, Florida, and continues to be an active supporter of the Scottish Rite. He is also a proud member of the Palm Beach York Rite Bodies; Mahi Shriners, AAONMS; and is a member of the Royal Order of Scotland. He is a Gold Level Perpetual Member of Boynton Lodge No. 236, F. & A.M., and Apalachicola Lodge No. 76, F. & A.M.; and*

WHEREAS, *Most Worshipful Karroum loves to read history, mostly ancient, and he enjoys spending time with his family. He enjoys traveling, mostly to Europe and ancient cities. He enjoys listening to music and has a vast collection of all types of music. He has a passion for hand-woven Persian rugs, of which his is also a collector.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, hereby welcomes Most Worshipful John E. Karroum to Pensacola on the occasion of his visit to the Hadji Shrine Temple.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 20, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14836 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 09/20/2018
Issue: Adoption of Retirement Proclamation
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Russ Davis, Equipment Operator IV, in the Waste Services Department, on his 36 years of dedicated service to Escambia County.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments
09202018 ret proc

PROCLAMATION

WHEREAS, *Mr. Russ Davis worked as a County employee very faithfully for 36 Years, retiring as an Equipment Operator IV with the Waste Services Department; and*

WHEREAS, *he began his employment with Escambia County on May 15, 1982 at the Escambia County Department of Solid Waste Management, now Waste Services Department, where he was hired as a Maintenance Worker I, and was later specifically trained as an Equipment Operator; and*

WHEREAS, *through his exceptional work, Mr. Davis was promoted to the position of Equipment Operator II on July 1, 1987, to Equipment Operator III on February 10, 1988, and would later be promoted to Equipment Operator IV on September 18, 2007; and*

WHEREAS, *he was commended for his display of "high moral standards" and honorable work ethic, when twice he found wallets (one with a considerable amount of money inside), and turned them in with their contents intact, so that they could be returned to their rightful owners; and*

WHEREAS, *in December 1989, Mr. Davis successfully qualified as a Certified Sanitary Landfill Operator under the F.S.C. Rule 17-703; and*

WHEREAS, *on April 9, 1990, he was commended for taking the initiative and obtaining the first Commercial Drivers License (CDL) within the Solid Waste Department; and*

WHEREAS, *on January 10, 2005, Mr. Davis received a Certificate of Recognition from the Board of County Commissioners acknowledging his "High Standard of Excellence" as a member of individuals who demonstrated an unselfish devotion to successfully accomplish their monumental tasks caused by Hurricane Ivan; and*

WHEREAS, *Mr. Davis was the recipient of numerous certifications and awards, including but not limited to a Successful Team Achievement Reward (S.T.A.R.) for his achievements accomplished through teamwork and for exemplary service to Escambia County while employed with the Board of County Commissioners (July 29, 2005 & September 20, 2006), and a Reward Individual Successful Effort (R.I.S.E.) award presented for exemplary service; and*

WHEREAS, *Mr. Davis has consistently exemplified great mentorship and personified the County's desire to sincerely and effectively care for the wellbeing of the employees of Escambia County.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Mr. Russ Davis on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Mr. Russ Davis for 36 years of faithful and dedicated service as an Escambia County Employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon May, Vice Chairman, District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted: September 20, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14818 **Written Communication 8.**
BCC Regular Meeting
Meeting Date: 09/20/2018
Issue: Written Communication Concerning 33 Camelia Drive
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
August 3, 2018 Communication from Amanda Barnes requesting relief for the Community Development Block Grant (CDBG) Program Mortgage for property located at 33 Camelia Drive.

BACKGROUND:
On July 28, 2006 John Hadden entered into one mortgage and two lien agreements for his homestead property at 33 Camelia Drive for major rehabilitation to be performed under the Community Development Block Grant (CDBG) Program. The two liens expired after five years and have been released. The $20,385 mortgage (Exhibit I) executed at the time does not have an expiration, but under F.S. 95.281, the mortgage expiration is limited to 20 years. Mortgage terms dictate repayment of the loan upon sale or transfer of the property.

Mr. Hadden passed away in February 2018. Mr. Hadden's daughter, Amanda Barnes, submitted a written communication (Exhibit II) requesting that the Board consider releasing the CDBG lien from 2006 due to the condition of the home and that her father did not understand the loan documents.

BUDGETARY IMPACT:
Ms. Barnes' written communication states that there is a first mortgage on the property with approximately $17,500 still owed. The property appraiser's website values the property at $50,818 (Exhibit III).

LEGAL CONSIDERATIONS/SIGN-OFF:
Not applicable

PERSONNEL:
Not applicable.

POLICY/REQUIREMENT FOR BOARD ACTION:

Any variance from CDBG mortgage and program policy must be reviewed and approved by the Board. Ms. Barnes was provided a copy of the Housing Rehabilitation Loan Assumption Policy adopted by the Board in March 2016 for consideration.

IMPLEMENTATION/COORDINATION:

If mortgage relief is granted, Neighborhood Enterprise Division will prepare a Cancellation of Mortgage.

Attachments

Ex I-33 Camelia Mortgage

Ex II-33 Camelia Written Communication

Ex III-33 Camelia ESCPA

EXHIBIT I

Recorded in Public Records 08/17/2006 at 03:15 PM OR Book 5973 Page 1014, Instrument #2006083494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 MTG Stamps $71.40 Int. Tax $40.77

MORTGAGE DEED
SHORT FORM

RAMCO FORM 6½A

This Indenture

Made this 28th *day of* July *, A. D.* 20 06 ,

Between John D. Hadden, a divorced unremarried man

hereinafter called the Mortgagor , *and* Escambia County, whose mailing address is 223 Palafox Place, Pensacola, Florida 32502 *hereinafter called the Mortgagee* ,

Witnesseth, *That the said Mortgagor* , *for and in consideration of the sum of One Dollar to* him *in hand paid by the said Mortgagee* , *the receipt whereof is hereby acknowledged,* he *granted, bargained and sold to the said Mortgagee* , its *heirs and assigns, forever, the following described land, situate, lying and being in the County of* Escambia *, State of* Florida *, to-wit:*

Lot 13, Wentworth's Second Addition to Brent, a subdivision of a portion of Section 45, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2 at Page 66 of the public records of said County.

and the said Mortgagor do es *hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

Provided Always, *That if said Mortgagor* , his *heirs, legal representatives or assigns, shall pay unto the said Mortgagee* , its *legal representatives or assigns, a certain promissory note dated the* 28th *day of* July *, A. D.* 20 06, *for the sum of* Twenty Thousand Three Hundred Eighty-five & 00/100 ($20,385.00) *Dollars, payable* if property is sold or any interest in property is transferred *with interest at* Zero (0%) ****THIS MORTGAGE WILL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES**** *per cent. from* July 28, 2006 *signed by* John D. Hadden

and shall pay all sums payable hereunder, and perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, and shall duly pay all taxes, and also insurance premiums reasonably required, and all costs and expenses including a reasonable attorney's fee, which said Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void. **In Witness Whereof,** *the said Mortgagor hereunto set* his *hand and seal the day and year first above written.*

Signed, sealed and delivered in presence of us:

Ralph Downey

Edward Bryan

John D. Hadden (L.S.)

John D. Hadden (L.S.)

This Instrument prepared by: Neighborhood Enterprise Foundation, Inc. for Escambia County
Address Post Office Box 18178, Pensacola, Florida 32523-8178

BK: 5973 PG: 1015 Last Page

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of July, 20 06, by John D. Hadden, who is personally known to me or who has produced Florida Driver License #H350-464-52-285-0 as identification and who ~~did~~ (did not) take an oath.

Derrick André Williams
Signature

DERRICK ANDRE WILLIAMS
MY COMMISSION # DD512899
EXPIRES: March 15, 2010
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Notary Public

(C-A)

Date

From

Mortgage Deed
SHORT FORM

RAMCO FORM 6%A

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Escambia County, Florida

PROMISSORY NOTE

(Deferred Payment Loan Agreement)

Property Owner: John D. Hadden

33 Camelia Drive

Pensacola, Florida 32505

Subdivision Wentworth's Second Addition to Brent

BLOCK -- LOT 13

BOOK 5101 PAGE 1364

CENSUS TRACT 14.02

TOTAL AMOUNT OF LOAN: $ 20,385.00

I, THE UNDERSIGNED, AS OWNER OF SAID PROPERTY DO UNDERSTAND AND AGREE THAT THE FINANCIAL ASSISTANCE PROVIDED IN THE FORM OF A DEFERRED PAYMENT LOAN FOR THE REHABILITATION OF MY HOME WILL BE DUE AND PAYABLE IN FULL TO ESCAMBIA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM UPON TRANSFER OF OWNERSHIP.

I, AS OWNER, UNDERSTAND AND AGREE THAT I AM TO MAINTAIN THE ABOVE REFERENCE REHABILITATION UNIT TO THE BEST OF MY ABILITY. FURTHER, I WILL NOTIFY ESCAMBIA COUNTY OF ANY PLANS TO SELL OR TRANSFER OWNERSHIP OF SAID PROPERTY IN ACCORDANCE WITH ESTABLISHED PROCEDURES.

I, AS OWNER, MAY UTILIZE THE IMPROVED RESIDENCE WITHOUT REPAYMENT UNTIL TRANSFER OF OWNERSHIP OCCURS AT WHICH TIME THE LOAN WILL BECOME PAYABLE IN FULL TO ESCAMBIA COUNTY. FURTHERMORE, I UNDERSTAND THAT THE MORTGAGE FILED AGAINST MY PROPERTY SHALL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES.

John D Hadden
Signature (John D. Hadden)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of July, 2006, by John D. Hadden, who is personally known to me or who has produced Florida Driver License #H350-464-52-285-0 as identification and who ~~did~~ (did not) take an oath.

Derrick Andre Williams
Signature

DERRICK ANDRE WILLIAMS
MY COMMISSION # DD512899
EXPIRES: March 15, 2010
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Notary Public

This Instrument Prepared by: Neighborhood Enterprise Foundation, Inc.
for Escambia County
Post Office Box 18178
Pensacola, Florida 32523-8178

EXHIBIT II

From: Amanda B
To: Meredith Reeves; Sue Hadden
Subject: Fw: All recent correspondences, Fw: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden
Date: Friday, August 03, 2018 6:52:17 PM
Attachments: Housing Rehab Loan Assumption Policy FINAL.pdf

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, August 3, 2018, 3:12 PM, Amanda B <amanda.b99@yahoo.com> wrote:

On 2/11/2018 my father John Hadden passed away.

I am requesting that the mortgage recorded in OR Book 5973 Page 1014 to Escambia County be released. My Mother and I have been in touch with Neighborhood Enterprises. I am forwarding copies of all correspondence with Neighborhood Enterprises.

The reason I am requesting this is because the house is falling apart and is not livable mainly because of the flooring put in by Neighborhood Enterprises in 2006. Also my father knew of only the five year lien. In the paperwork he signed, its says five years and talks about the Florida Statues. To know how long the Florida Statues are you have to look it up meaning of how many years the mortgage is. I am attaching pictures of the house for you to see. Plywood has been placed over parts of the floor because of the holes in the floor. There is a first mortgage on the house with an approximate balance of 17,500. If the mortgage is not released by Escambia County, the first mortgage holder will get the house back and everyone loses.

The right thing to do would be to release the mortgage. Please let me know when the next meeting is. I will be glad to be present to answer any questions you may have.

Thank you,
Amanda Barnes
850-777-4003

I have more pictures if I need to send more please let me know.

On Thursday, August 2, 2018 11:16 PM, Amanda B <amanda.b99@yahoo.com> wrote

On Thursday, August 2, 2018 1:49 PM, Sue Hadden <sue.hadden@yahoo.com> wrote:

Sent from my iPhone

Begin forwarded message:

> **From:** Meredith Reeves <MAREEVES@myescambia.com>
> **Date:** August 2, 2018 at 11:56:25 AM CDT
> **To:** Sue Hadden <sue.hadden@yahoo.com>
> **Cc:** "Derrick A. Williams" <dawilliams@myescambia.com>, "Allison W. Wheelis" <awwheelis@myescambia.com>, "Amanda.b99@yahoo.com" <amanda.b99@yahoo.com>
> **Subject: Re: 33 Camelia Drive, Pensacola, Florida; John D. Hadden**

Ms. Hadden,
Per our phone call today, we will pull and send you and Amanda ONLY the work specifications from the files and send to you BOTH via email for no charge. I have also attached the County policy regarding loan assumption as we discussed.

Per your request, the contact info for the County legal office is legal@myescambia.com

Please let me know if there are additional items you need or if I misunderstood our conversation as we had a bad phone connection and I'm not sure I captured all your requests.
Thanks,
Meredith

595-4968

On Aug 2, 2018, at 9:36 AM, Sue Hadden <sue.hadden@yahoo.com> wrote:

> All she wants is copy of work done to house. You seemed to have pulled it the other day with no problem.
> Thanks
> Deborah
>
> Sent from my iPhone
>
> On Aug 2, 2018, at 8:52 AM, Meredith Reeves

<MAREEVES@myescambia.com> wrote:

Ms. Hadden,
As I mentioned, our office does not have the authority to release a mortgage outside of the terms specified in the mortgage and note.

You or Ms. Barnes may come to our office and inspect the files at any time between 8 and 5 Monday through Friday. If you or Ms. Barnes would like a copy of the SHIP and CDBG files, please advise if you would like an electronic copy on disk or a hard paper copy. The SHIP file will be no charge for staff time and resources. The CDBG file is rather large—about 400-500 pages—and will require about an hour of staff time to redact personal information and makes the copies or scans per your preference. Per County public records policy, if you want hard copies, the fee for copies is $0.15 per page and we can get started if you or Ms. Barnes provides a deposit of $30. You will also be charged for staff time in excess of 15 minutes to put this information together.

Thanks,
Meredith

From: Sue Hadden [mailto:sue.hadden@yahoo.com]
Sent: Tuesday, July 31, 2018 8:17 AM
To: Meredith Reeves <MAREEVES@myescambia.com>
Cc: Derrick A. Williams <dawilliams@myescambia.com>; District5 <District5@co.escambia.fl.us>; Amanda.b99@yahoo.com
Subject: Re: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

.
The house was placed on the market prior to discovering that the morgage did not expire until 2026. If this mortgage cannot be released, the house will be withdrawn from the market. No one asked for your advice on whether or not it should be sold. The right thing to do would be for you to have the mortgage released. The floor did not start coming up until 2 to 3 years after the work was done at which time Mr. Hadden called Neighborhood Enterprises. There is no way the house should be in the shape it is in unless the work was not properly done. No one can force anyone to do the right thing.

I forwarded your response to Amanda Barnes, Mr. Hadden's sole heir. She wants a copy of your file and the work done on his house.

Should she decide to keep the house, she also wants something in writing from you that for the next eight years, you will not try to collect on the mortgage as long as she does not sell or rent it out (it is not livable anyway). She does not trust you and she would be paying on the first mortgage which has a balance of about $17,500.00.

Deborah Sue Hadden

850-449-3075

On Monday, July 30, 2018, 4:38:16 PM CDT, Sue Hadden <sue.hadden@yahoo.com> wrote:

Sent from my iPhone

Begin forwarded message:

> **From:** Meredith Reeves <MAREEVES@myescambia.com>
> **Date:** July 30, 2018 at 1:45:42 PM CDT
> **To:** "sue.hadden@yahoo.com" <sue.hadden@yahoo.com>
> **Cc:** "Derrick A. Williams" <dawilliams@myescambia.com>
> **Subject: FW: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden**

Ms. Hadden,
Mr. Williams forwarded me your email regarding SHIP and CDBG repairs performed at the property at 33 Camelia in 2006. I am sorry about the concerns you have about the floor at this time. Our office has pulled the two files on the repairs performed on the property, and I don't see anything in the file related to warranty claims or complaints. The County rehabilitation programs provide a one year warranty, which does not include continued maintenance to be done by the homeowner. It appears that extensive work was performed under the CDBG program administered by NEFI as well as work under the HHRP/SHIP Program administered by the West Florida Regional Planning Council. The only references to flooring/floor repairs in the work write up was to install a new underlayment over existing wood flooring and then install VCT tile in the living room. The bath called for repair of rotten wood flooring and joists and install VCT tile; the bath area was completely new as it was a bedroom made into a bath for handicapped accessibility needs according to the job specifications. A termite treatment was also performed at that time.
Due to the different programs involved, there were three liens and one mortgage filed against the property. The SHIP lien and two of the CDBG liens were only 5 year liens. The SHIP lien of $15,000; CDBG Lead Based Paint Abatement lien of $24,800; and CDBG lien of $18,505 have all been released and recorded in the public records (see attached). Please let us know if you, your daughter, or other family heir would like the originals mailed to you. There still is a $20,385 mortgage against the property that will expire in 2026 per the payoff information provided earlier to you by Mr. Williams. Mr. Hadden signed all mortgage, lien, and note documents related to the different programs which explained the program terms. The terms state that if the

property is sold or interest in the property is transferred, then the mortgage will be due.
Our office does not have the capacity to forgive the CDBG mortgage before the terms have expired. We cannot advise on whether the heirs should "let the first mortgage holder have [the] house back," but I see that the house is currently listed for sale. If you or the heirs have any further questions as you are moving forward with plans for the property, please feel free to contact me.
Thanks,
Meredith

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

From: Derrick A. Williams
Sent: Thursday, July 19, 2018 8:26 AM
To: Meredith Reeves <MAREEVES@myescambia.com>
Subject: Fw: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

---

From: Sue Hadden <sue.hadden@yahoo.com>
Sent: Wednesday, July 18, 2018 9:05 PM
To: Derrick A. Williams
Cc: District5
Subject: Re: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

Mr. Hadden did call Neighbohood Enterprises when the floor started to come up. He was advised there was nothing that could be done as the warranty had expired. He was also told that the contractor who did the work on his house no longer did work for Neighborhood Enterprises. Someone in your office did not even bother to make a note that he had called. At least he died thinking Neighborhood Enterprises was owed nothing for royally screwing up his house as he was told the liens would disappear after five years. Now his daughter finds out Neighbor Enterprises wants $20,000 for the damage they are responsible for. It will cost $20,000, if not a lot more, to repair the damages done by Neighborhood. The thought of you getting $20,000.00 is nauseating. The right thing for you to do would be to release the lien under the circumstances.

You told my daughter that if she kept it for another 8 years the mortgage could then be released. She is afraid that unless she had something in writing from you, that you would try to take it 5 to 7 years down the road.

I, or anyone else, would advise her just to let the first mortgage holder have house back because to repair the damage done by

Neighborhood Enterprises plus the amount still owed on the house is more than the market value of the home.
Deborah Hadden
850-449-3075

Begin forwarded message:

> **From:** "Derrick A. Williams" <dawilliams@myescambia.com>
> **Date:** July 18, 2018 at 3:48:57 PM CDT
> **To:** Sue Hadden <sue.hadden@yahoo.com>
> **Subject: Re: 33 Camelia Drive, Pensacola, Florida; John D. Hadden**

Ms. Hadden,
Per your daughter's request, I have attached the Florida Statutes which determines the expiration of the mortgage against John D. Hadden's property. Should you have questions, please contact me.
Derrick Williams
Escambia County Neighborhood & Human Services Dept.
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
Email: dawilliams@myescambia.com

From: Sue Hadden <sue.hadden@yahoo.com>
Sent: Monday, July 16, 2018 5:45 PM
To: Derrick A. Williams
Subject: Re: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

The lien was good for five years. Please give me a call.

Deborah Hadden
850-449-3075

On Monday, July 16, 2018, 2:31:13 PM CDT, Derrick A. Williams <dawilliams@myescambia.com> wrote:
Ms. Hadden:
In response to your email dated July 15, 2018, attached please find information regarding the encumbrances in connection with John D. Hadden and the property at 33 Camelia Drive. Should you have questions, please contact me at 850-595-0022 ext. 2.

Derrick Williams
Escambia County Neighborhood & Human Services Dept.
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
Email: dawilliams@myescambia.com

From: Sue Hadden <sue.hadden@yahoo.com>
Sent: Sunday, July 15, 2018 3:53 PM
To: Derrick A. Williams
Subject: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

Dear Sir:

Could you please release all liens placed against the above property for worked did by Neighborhood Enterprises and Ship in 2006. If you need any additional information, please let me know. Mr. Hadden passed away a few months ago

I also want to let you know that the work done by your contractor was shameful. The floors are all coming apart. It is a wonder Mr. Hadden did not fall through the floor. I don't know, but I suspect your contractor used untreated wood.

Deborah Sue Hadden
850-449-3075

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

Florida has a very broad public records law. 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.

PHOTOS PROVIDED AS ATTACHMENTS IN THE EMAIL FROM AMANDA BARNES DATED 8/3/18 CONCERNING 33 CAMELIA DRIVE





PHOTOS PROVIDED AS ATTACHMENTS IN THE EMAIL FROM AMANDA BARNES DATED 8/3/18 CONCERNING 33 CAMELIA DRIVE



EXHIBIT III

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	451S303000000013
Account:	041967000
Owners:	HADDEN JOHN D
Mail:	33 CAMELLIA DR PENSACOLA, FL 32505
Situs:	33 CAMELIA DR 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$10,000	$40,818	$50,818	$50,818
2017	$15,000	$37,842	$52,842	$51,575
2016	$15,000	$36,648	$51,648	$50,515

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2003	5101	1364	$22,900	WD	View Instr
09/1989	2763	702	$27,000	WD	View Instr
07/1981	1563	203	$8,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

HOMESTEAD EXEMPTION,TOTAL & PERMANENT

Legal Description

LT 13 OR 529 P 279 WENTWORTH 2ND ADDN TO BRENT PB 2 P 66 OR 5101 P 1364

Extra Features

None

Parcel Information

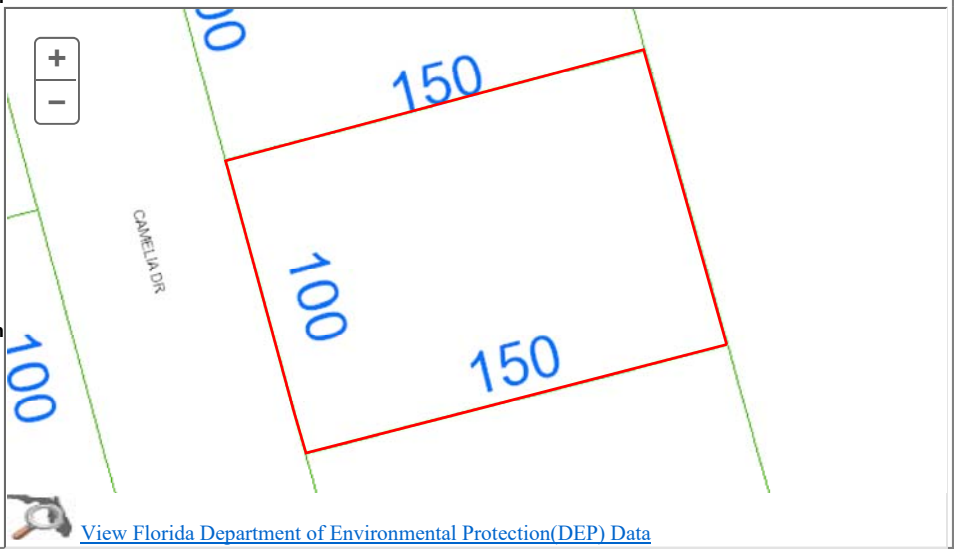
Launch Interactive Map

Section Map Id:
45-1S-30

Approx. Acreage:
0.3501

Zoned:
HDMU

Evacuation & Flood Information
Open Report



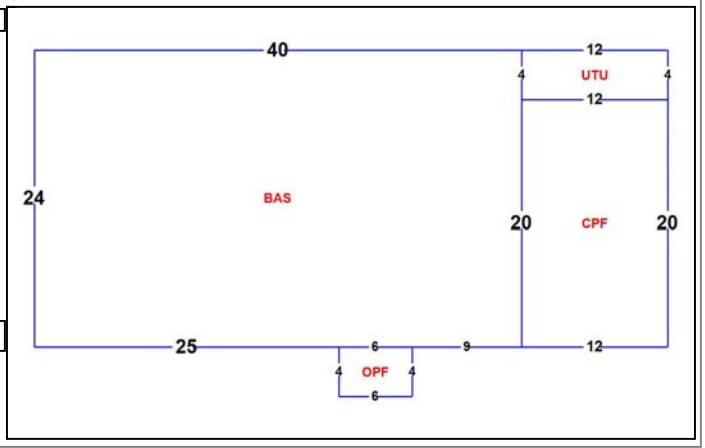
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:33 CAMELIA DR, Year Built: 1958, Effective Year: 1965

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*ASBESTOS SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 1272 Total SF

BASE AREA - *960*
CARPORT FIN - *240*
OPEN PORCH FIN - *24*
UTILITY UNF - *48*

Images



1/6/14

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14792 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 09/20/2018

Issue: 5:31 p.m. Public Hearing to Consider Amending the Atwood Redevelopment Area Plan as to boundaries only

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of amending the Atwood Redevelopment Area Plan as to boundaries only.

Recommendation: That the Board approve amending the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

BACKGROUND:

On May 17, 2018, the Escambia County Board of County Commissioners adopted a Resolution (R2018-44) amending the Atwood Redevelopment Area Plan as to boundaries only.

On July 10, 2018 at 8:35 a.m., a Public hearing was conducted by the Planning Board to review and recommend to the Board of County Commissioners (BCC) to amend the Atwood Redevelopment Area Plan as to boundaries only and determine that the Plan is in conformance with the local Comprehensive Plan.

On September 20, 2018 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing to amend the Atwood Redevelopment Area Plan as to boundaries only. A copy of the Plan is attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Atwood, Fund 151, Cost Center 370120.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel is necessary to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to amend the Atwood Redevelopment Area Plan as to boundaries only is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

Attachments

Atwood Redev Area Plan_Aug2018

Atwood Map_Aug2018

PBMinutes_July2018



OAK TREES ON KLINGER STREET. CRA STAFF

ATWOOD REDEVELOPMENT PLAN

Escambia County
Community Redevelopment Agency
Neighborhood & Human Services Department

Adopted October 2016
Amended as to boundaries only {Month, Year}

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CHAPTER 1: OVERVIEW

PLAN CONTENT AND ORGANIZATION

The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as: slum or blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

On May 21, 2015, the Board of County Commissioners designated Atwood as a Redevelopment District finding that it was blighted and the area had a shortage of affordable homes for low- and moderate-income households. This designation was necessary in the interest of public health, safety, moral and welfare of the residents in order to eliminate, remedy and prevent conditions of blight. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the Atwood Redevelopment District and is written in compliance with Florida Statues Part III, Chapter 163.

The Atwood Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County Community Redevelopment Agency and area residents and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the Atwood Redevelopment District. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Atwood. The stakeholder-driven planning process integrates several objectives: Enhance the physical environment; preserve residential character; support commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the District's core; improve the pedestrian environment; and overcome the obstacles to economic development.

To be useful as a long-term redevelopment guide, the Redevelopment Plan must be flexible to accommodate unanticipated changes and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities.

The Redevelopment Plan is a comprehensive resource for community leaders and stakeholders engaged in reshaping the social, economic, and physical form of Atwood. Future actions targeted in this area are anticipated to follow the recommendations of the Redevelopment Plan through continued discussions with residents, community stakeholders, and County agencies.

CHAPTER 1: OVERVIEW

This chapter consists of an overview of the plan content and organization, introduction and geographic context and a map of the Atwood District boundary.

CHAPTER 2: INVENTORY & ANALYSIS

This chapter presents a summary of existing conditions, including existing land uses, zoning districts, future land use designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results employs data generated by past studies from the Escambia County Community Redevelopment Agency, the Escambia County Property Appraiser GIS database, the 2010 U.S. Census, and University of West Florida's Haas Center for Business Research and Economic Development.

CHAPTER 3: CONCEPT PLAN

The information generated from the inventory, analysis, and the public involvement phases is the foundation for the recommendations contained in Chapter 3. This chapter details action strategies based on established objectives, providing guidelines for sound development and redevelopment of properties in Atwood.

CHAPTER 4: CAPITAL IMPROVEMENTS

This chapter identifies projects that can be pursued in the short-term, mid-term, and long-term. It also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

CHAPTER 5: PROJECT IMPLEMENTATION

This chapter presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Atwood Redevelopment District.

APPENDICES

Five appendices conclude the Redevelopment Plan: A) Public Workshops documentation; B) Statutory Requirements; C) Tax Increment Financing; D) Resolution R2015-64 authorizing the Atwood Redevelopment District; and E) a map of the ECUA proposed Atwood Sewer Expansion Area.

INTRODUCTION & GEOGRAPHIC CONTEXT

Atwood Redevelopment District represents one of multiple unincorporated districts of Escambia County and contains 11 platted neighborhoods, including: Atwood, Charter Oaks, Ferry Pass, Frichez Heights, Gregg Court, Kipling Oaks, Klinger, North Cross Village, Oakhurst, Pandora Place, and Skycrest. The 456-year-old city of Pensacola, around which Escambia County developed, is the closest urban entity to Atwood, and the westernmost city of the Florida Panhandle (Fig. 1.1), the location of a large U.S. naval air station, and a tourist destination for residents of Louisiana, Alabama, and Mississippi. Pensacola's long and rich history as a trading center occupied by settlers under no fewer than five different flags since the 1550s and its unique white sand beaches have made the city today a popular destination for tourists, which the city capitalizes on by way of its numerous festivals year-round that draw visitors from all areas within Pensacola's vicinity. Although not a particularly large economic draw, Pensacola's visitors traveling east on I-10 and North on Davis Highway pass through Atwood on their way to Pensacola and Escambia County's beaches.

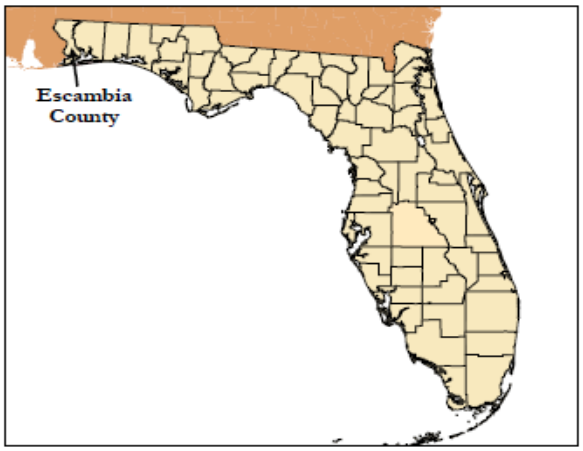


FIGURE 1.1: MAP SHOWING ESCAMBIA COUNTY'S LOCATION IN FLORIDA. ESCAMBIA COUNTY GIS

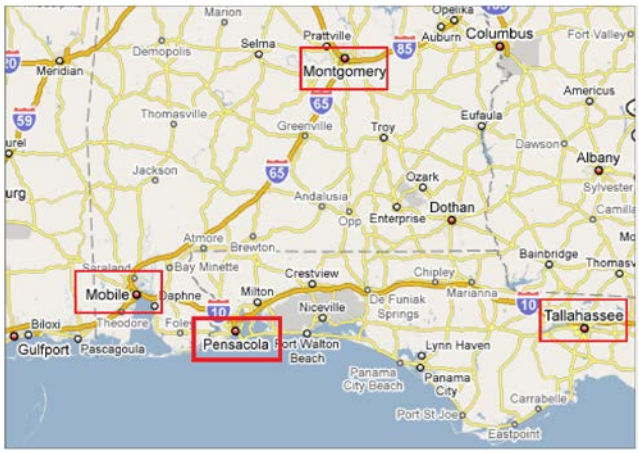


FIGURE 1.2 PENSACOLA'S REGIONAL CONTEXT. GOOGLE MAPS

The southern part of Escambia County is served by Interstate 10 and the Interstate 110 spur that leads south to downtown Pensacola. This metro area is 50 miles east of Mobile, Alabama, 200 miles west of Tallahassee, and 165 miles south of Montgomery, Alabama—the three largest cities in the vicinity of Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola Regional Airport.

As elsewhere in the Florida Panhandle, Escambia County's overall growth in the postwar period has been significantly aided by tourism, even while naval and air force operations continue to support and define much of the character of the Panhandle coast. While the beaches and historic downtowns have prospered, many other areas, particularly in the unincorporated parts of the county, have started to face challenges in economic and residential growth. In 1995, Escambia County established a community redevelopment agency in order to provide direction for urban revitalization and future growth. Since then, a total of nine redevelopment districts were designated for unincorporated parts of the county, including Atwood. These redevelopment districts focus on historic urban residential and commercial centers in Escambia County.

REDEVELOPMENT AREA BOUNDARY

The Atwood Redevelopment District (Fig. 1.3) is bounded by Olive Road and Johnson Ave to the north, Davis Highway and ~~North Hilburn Road~~ Ira Drive to the west, Interstate 10 to the south, and Caminitti Lane to the east. The total area comprises 618.47 acres and is composed of 12 neighborhoods.

ATWOOD REDEVELOPMENT DISTRICT

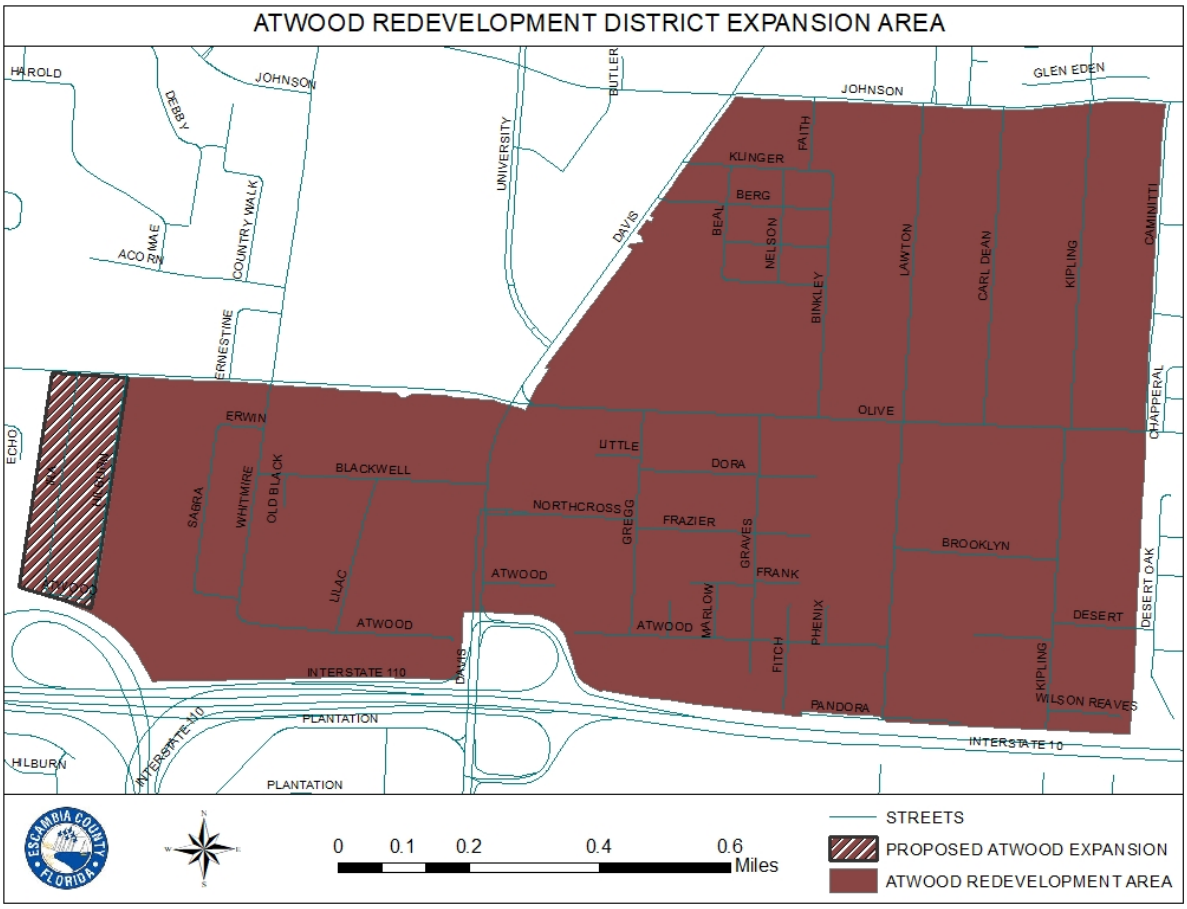


FIGURE. 1.3: ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

Atwood is one of Escambia County's nine community redevelopment districts situated immediately north of Interstate 10. It is the first district accessed when entering Escambia County from the east on I-10. (Fig. 1.4.)

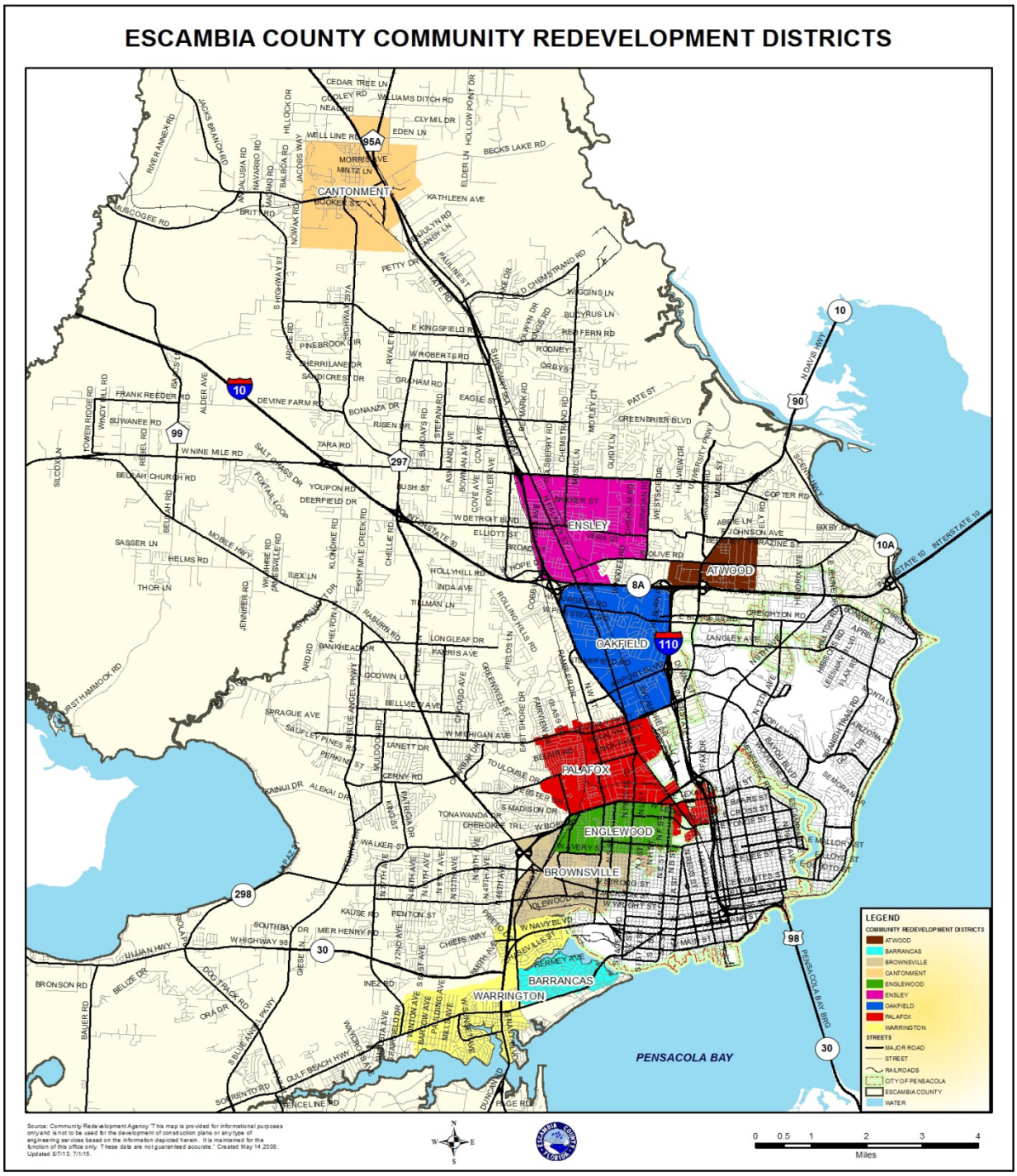


FIGURE. 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT DISTRICTS. ESCAMBIA COUNTY GIS

CHAPTER 2: INVENTORY AND ANALYSIS

EXISTING LAND USE

The Atwood Redevelopment District is composed of 848 parcels across 617.47 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 65.81% of total land use), **Commercial** (approximately 17.22%), **Vacant** (approximately 7.65%), **Industrial** (approximately 0.92%), and **Institutional** (approximately 3.21%). Other land uses, such as: public properties and utilities comprise the remaining 5.19% of land uses identified in the Redevelopment District. A more detailed description of these land uses follows below.

Land Use Type	Acreage	Percent
Residential	406.46	65.81%
Single-Family Detached	309.97	50.20%
Single-Family Attached	12.09	1.96%
Multi-Family Residential	34.82	5.64%
Mobile Home Park	7.96	1.29%
Mobile Home	41.62	6.74%
Commercial	106.3	17.22%
Industrial	5.65	0.92%
Institutional	19.83	3.21%
Public	22.59	3.66%
Utilities	9.42	1.53%
Vacant/Undeveloped	47.22	7.65%
Total	**617.14**	**100%**

TABLE 2.1: EXISTING LAND USES IN THE REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

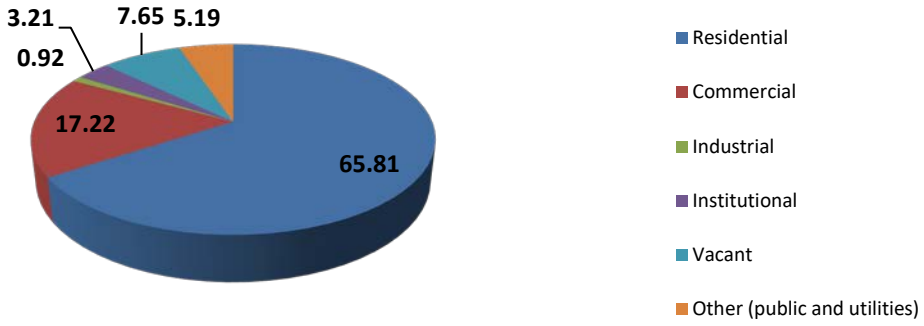


FIGURE 2.1: DISTRICT OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

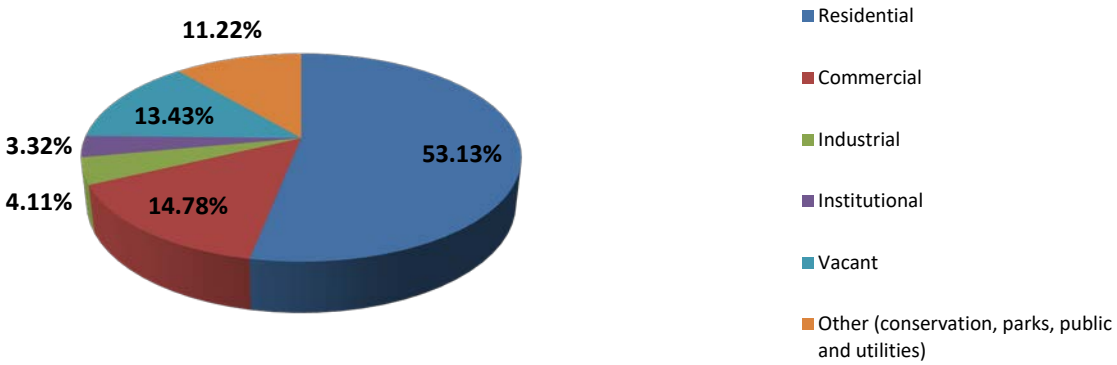


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENTAGE OF TOTAL ACRES. ESCAMBIA COUNTY GIS

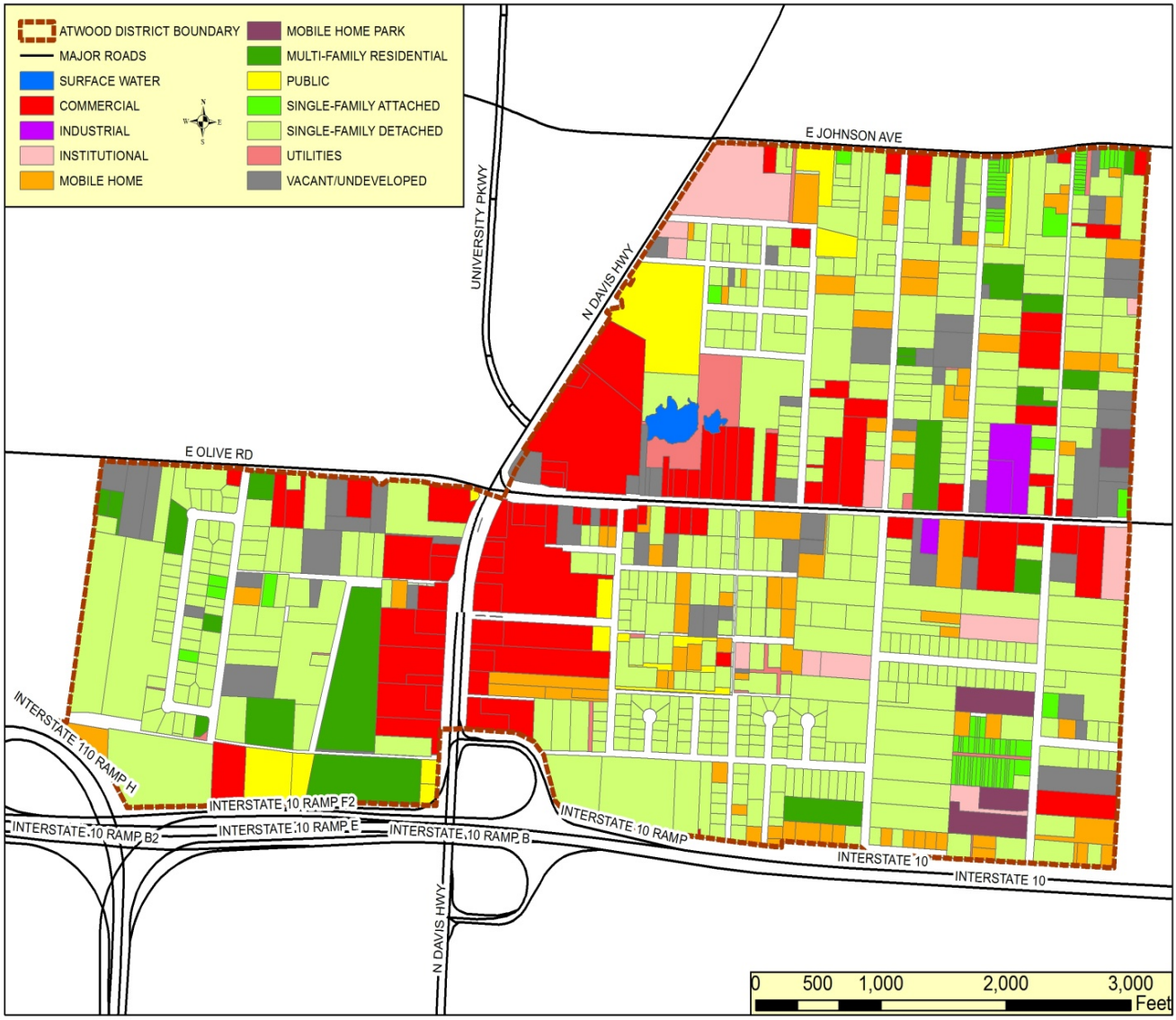


FIGURE 2.3: EXISTING LAND USE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

RESIDENTIAL

Of the 406.46 acres of residential land, single-family homes account for 322.06 acres, or 52.16% of the total residential acreage of the Redevelopment District. Single-family residential uses account for a total of 549 parcels, or 64.74% of the total number of parcels in the Redevelopment District. This is by far the most dominant land use type in the Redevelopment District. Comprising 41.62 acres (6.74% of the district), mobile homes on individual parcels are the second most common residential use in Atwood.

At a much smaller fraction of residential land use are the other residential types – multi-family (32.82 acres over 19 parcels) and mobile home parks (7.96 acres over 4 parcels). Their combined share of acreage is approximately 6.93% of the residential acreage of the Redevelopment District.



RESIDENTIAL HOMES, ATWOOD REDEVELOPMENT DISTRICT. CRA STAFF

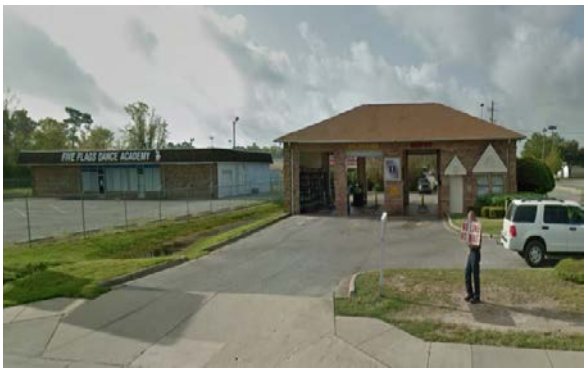
COMMERCIAL

The second-largest land use contingent occupies 106.3 acres, or 17.22% of the total Redevelopment District acreage, covering 83 parcels. These uses are located primarily along the commercially-oriented East Olive Road and North Davis Highway corridors. Smaller concentrations of commercial uses are also found along Kipling Street.

Atwood's two major commercial corridors (East Olive Road and North Davis Highway) are vibrant and well-travelled. Big Box stores are highly-visible and anchor local shopping centers. Unique local restaurants, shops and services round out the commercial offerings along the corridors. Kipling Street also is a mixed-commercial corridor of small businesses and residential uses.

In Atwood, commercial uses are generally stable with many local businesses remaining in place for generations. Atwood's geographic location north of Pensacola serves both the suburban clientele of those who consider themselves living in 'North Pensacola' as well as the more rural residents who live in Gonzalez, Cantonment, Quintette and Molino. Escambia County's rural residents are likely to shop in Atwood as it is the northern most commercial area in the county and it is more convenient for those living in north Escambia to travel to Atwood rather than driving further south into Pensacola.





COMMERCIAL USES, ATWOOD CRD. GOOGLE MAPS

VACANT USES

As a testament to the redevelopment potential of the area, Atwood's third largest land use category is vacant or undeveloped land. Approximately 7.65% of the redevelopment area consisting of 47.22 acres across 68 parcels is undeveloped. In Atwood, most of the vacant properties are smaller in size and scattered throughout the Redevelopment District.

Vacant structures and abandoned lots are strong indicators of economic distress and lead to deterioration of the physical environment and are detrimental to the investment image of the community. The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Vacant parcels of considerable size can be assembled to support significant adaptive reuse of underutilized and deteriorating buildings.




Vacant Properties, ATWOOD DISTRICT. GOOGLE MAPS

PUBLIC USES AND UTILITIES

The fourth largest use in the Redevelopment District is public uses and utilities. Public uses in Atwood, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as schools and stormwater detention areas. Public uses consist of 14 parcels, spanning 22.59 acres, representing 3.66% of the Redevelopment District.

FUTURE LAND USE & COMPREHENSIVE PLAN

The Escambia County Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the County. It also corresponds with the County's future land use map (Fig. 2.4) that identifies all of the Atwood Redevelopment District as a candidate for mixed-use urban redevelopment.

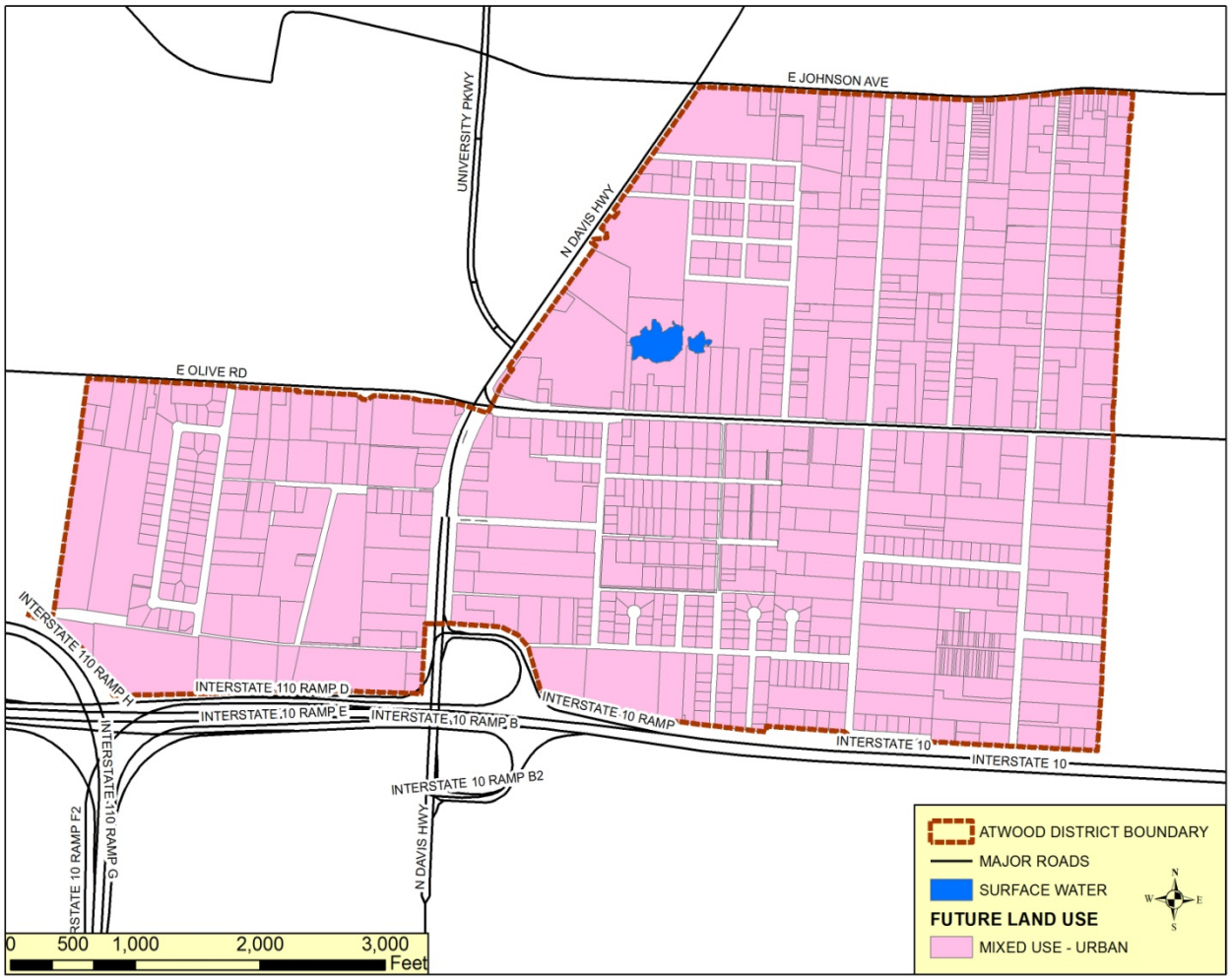


FIGURE 2.4: FUTURE LAND USE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

The following sections are excerpts from the Goals, Policies and Objectives of the Escambia County Comprehensive Plan. These goals, policies and objectives have a direct impact on the Atwood Redevelopment District and are included below:

Chapter 7: Future Land Use (FLU) Element

GOAL FLU 1 FUTURE DEVELOPMENT PATTERN

Escambia County will implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

OBJECTIVE FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

OBJECTIVE FLU 1.3 Future Land Use Map (FLUM) Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICY FLU 1.3.1 Future Land Use Categories General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County in the Atwood Redevelopment District are listed below:

FLUM Mixed-Use Urban (MU-U)

General Description: Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

Standards: Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), and Maximum Intensity: 2.0 FAR. Escambia County intends to achieve the following mix of land uses for new development within a ¼ of mile arterial roadways or transit corridors by 2030: Residential – 8% to 25%, Public/Rec./Inst. – 5% to 20%, Non-Residential: Retail/Service – 30% to 50%, Office – 25% to 50%, and Light Industrial – 5% to 10%. In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: Residential – 70% to 85%, Public/Rec/Inst.– 10% to 25%, and Non-Residential – 5% to 10%.

OBJECTIVE FLU 1.4 Protect Existing Communities

Escambia County will protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

POLICY FLU 1.4.1 Nonconformity Escambia County will prohibit the expansion of nonconforming land uses or structures within the County. The LDC will restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

POLICY FLU 1.4.2 Code Enforcement Escambia County will conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations.

OBJECTIVE FLU 1.5 Sustainable Development

Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land patterns.

GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES

Escambia County will promote urban strategies for compact development, the efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies will include infill development, mixed-use development and coordinated land use and transportation planning.

OBJCETIVE FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

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

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

OBJECTIVE FLU 2.3 Infill Development

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

POLICY FLU 2.3.1 Area Designation All Community Redevelopment Areas as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Florida Statutes.

POLICY FLU 2.3.2 Community Redevelopment Areas Escambia County will use its fiscal resources to encourage infill residential, commercial and public development, particularly in the Community Redevelopment Areas.

OBJECTIVE FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the Community Redevelopment Strategy, as may be updated from time to time.

POLICY FLU 2.4.1 Strategy The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.

POLICY FLU 2.4.2 Block Grants Escambia County will direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) will be met.

Chapter 8: Mobility Element

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

GOAL MOB 1 TRANSPORTATION

Escambia County will provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

OBJECTIVE MOB 1.1 Transportation System

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICY MOB 1.1.3 Non-motorized Transportation All new public road construction projects in urban areas or community redevelopment areas shall accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

POLICY MOB 1.1.11 Required Bicycle and Pedestrian Facilities Escambia County will encourage through private/public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the "Transportation Alternative" Plan) to provide connectivity and utility for existing sidewalks in the vicinity of the development.

POLICY MOB 1.1.12 Coordination with School District and Sidewalk Planning Participation Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities. Escambia County will also seek public input from citizens, the Escambia County School District, and the development community regarding sidewalk needs and priorities.

OBJECTIVE MOB 1.2 Transportation and Land Use

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

POLICY MOB 1.2.2 Non-motorized Transportation Facilities Escambia County will provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

GOAL MOB 2 TRANSIT

Escambia County will encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, and environmentally sound and promotes economic opportunity and energy conservation.

OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT's operating ratio.

POLICY MOB 2.2.1 Route Modernization ECAT shall modernize service from the existing radial route system into a modified grid system to improve efficiency.

POLICY MOB 2.2.2 Service Area Adjustments ECAT will realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower use areas in order to provide more efficient service to more riders at comparable cost.

Chapter 9: Housing Element

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

GOAL HOU 1 Provision of Housing

Escambia County will provide safe, sanitary and affordable housing for the current and future residents of the County.

OBJECTIVE HOU 1.1 Housing Delivery Process

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.

POLICY HOU 1.1.1 Residential Areas The Escambia County Future Land Use Map FLUM and Zoning maps will identify areas suitable for residential development and/or redevelopment.

OBJECTIVE HOU 1.2 Affordable Housing

Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.

POLICY HOU 1.2.1 Definition Escambia County shall define affordable housing as housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the amount that represents the percentage of the median adjusted gross annual income for the households in Florida Statutes as amended.

POLICY HOU 1.2.2 Location Escambia County will allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

POLICY HOU 1.2.3 Development Types Escambia County will promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

POLICY HOU 1.2.4 Mobile or Manufactured Home Location Escambia County will encourage the use of modular homes, mobile, and/or manufactured as a type of housing as defined by Florida Statutes within the appropriate zoning and FLU categories.

OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

OBJECTIVE HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICY HOU 1.5.1 Grants Escambia County will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

POLICY HOU 1.5.2 County Policy Escambia County will utilize its “Relocation Policy” that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJECTIVE HOU 1.6 Housing Programs

Continue implementation of critical housing programs. Implementation will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit, and technical assistance providers.

POLICY HOU 1.6.1 Program Information Escambia County will continue its housing outreach program to assure dissemination of housing information.

POLICY HOU 1.6.2 Non-discrimination Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County's population.

POLICY HOU 1.6.3 Low-Interest Mortgage Loans Escambia County will cooperate with appropriate local, state and federal agencies to facilitate bond-backed low- interest mortgage loans for homes purchase by qualified individuals or families.

POLICY HOU 1.6.4 Housing Finance Authority Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

POLICY HOU 1.6.5 State and Federal Assistance Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.

POLICY HOU 1.6.6 Neighborhood Enterprise Division (NED) Escambia County will provide affordable homeownership opportunities and home repair assistance opportunities for moderate, low, and very low income homebuyers and homeowners.

POLICY HOU 1.6.7 SHIP Fund Initiatives Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida Statutes.

Chapter 10: Infrastructure Element

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

GOAL INF 1 WASTEWATER

Escambia County shall ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

OBJECTIVE INF 1.1 Provision of Wastewater Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 1.1.1 Service Agreements Wastewater service shall be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and the ECUA, the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

POLICY INF 1.1.2 Provider Consistency with Plan Escambia County will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan. Sewer availability will also be defined in Florida Statutes.

POLICY INF 1.1.4 Required Septic Tank Retirement Escambia County will, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e., septic tank) users to connect to an available central sewer system within the times prescribed Florida Statutes.

POLICY INF 1.1.5 Coordination on System Expansions Escambia County shall coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

GOAL INF 3 STORMWATER MANAGEMENT

Escambia County will ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

OBJECTIVE INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 3.1.2 County System Improvements Escambia County shall continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

Chapter 13 Recreation and Open Space Element

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces and waterways.

LAND DEVELOPMENT REGULATIONS

Atwood's land is divided into five zoning categories. Two primary zoning categories represented in the Atwood Redevelopment District are residential and Commercial. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential (HDMU, HDR, and MDR) occupying 66.99% of the total acreage and commercial (Commercial and HC/LI) occupying 33.01% (Table 2.2). Atwood's zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	Percent
HDMU	298.62	48.35%
HDR	28.14	4.56%
MDR	86.98	14.08%
Commercial	201.79	32.67%
HC/LI	2.1	0.34%
Total	**617.63**	**100%**

TABLE 2.2: DISTRIBUTION OF ZONING CATEGORIES. ESCAMBIA COUNTY GIS

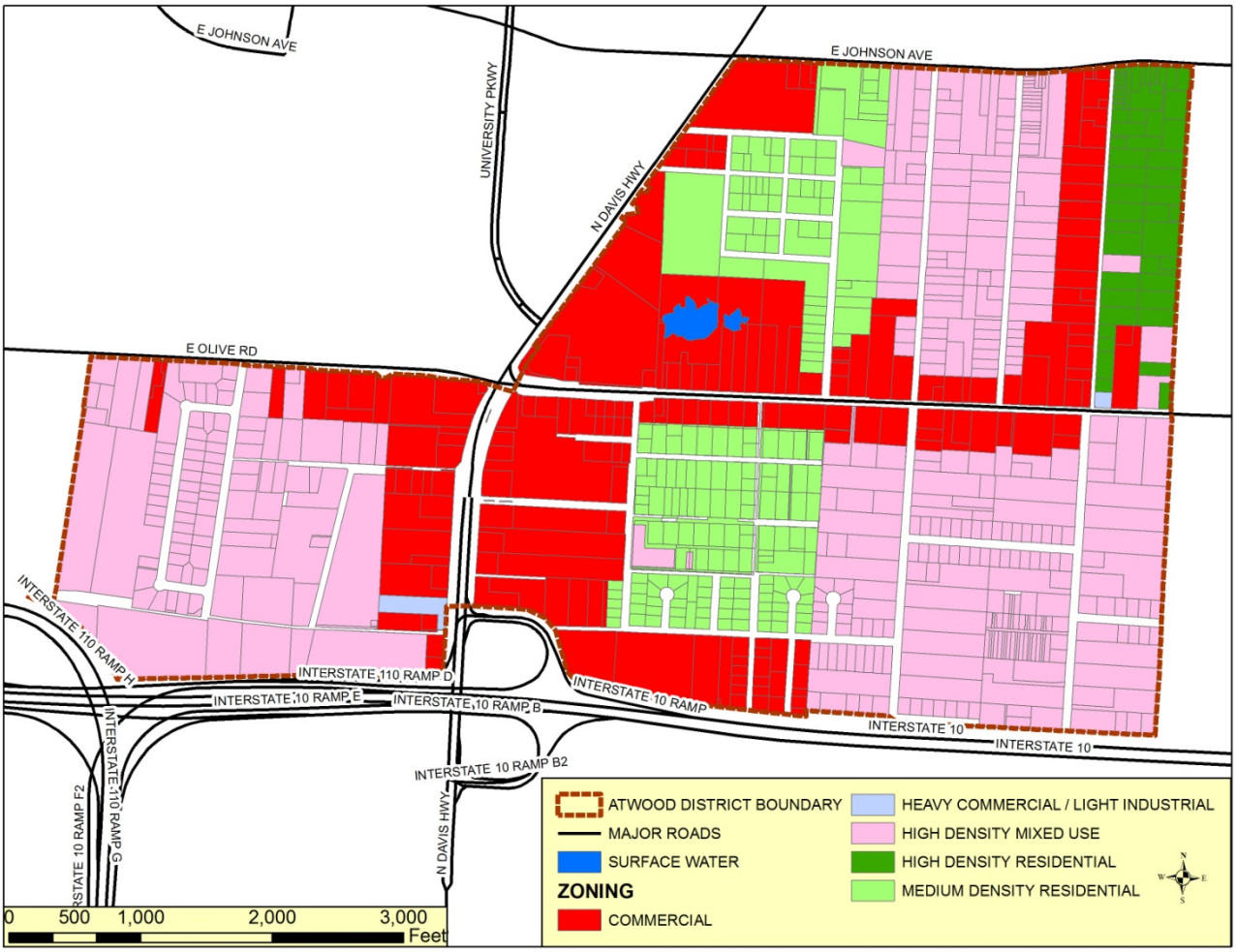


FIGURE 2.5: ZONING CATEGORIES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

High Density Mixed-Use district (HDMU): The High Density Mixed-use district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

High Density Residential district (HDR): The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Medium Density Residential district (MDR): The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

Commercial district (Com): The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

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

PARCEL SIZE

The size of parcels (Fig. 2.6) has a significant impact on redevelopment potential for any proposed project. Typically, older subdivision plats and commercial properties may be too small for redevelopment and may exhibit non-conformance with current zoning codes.

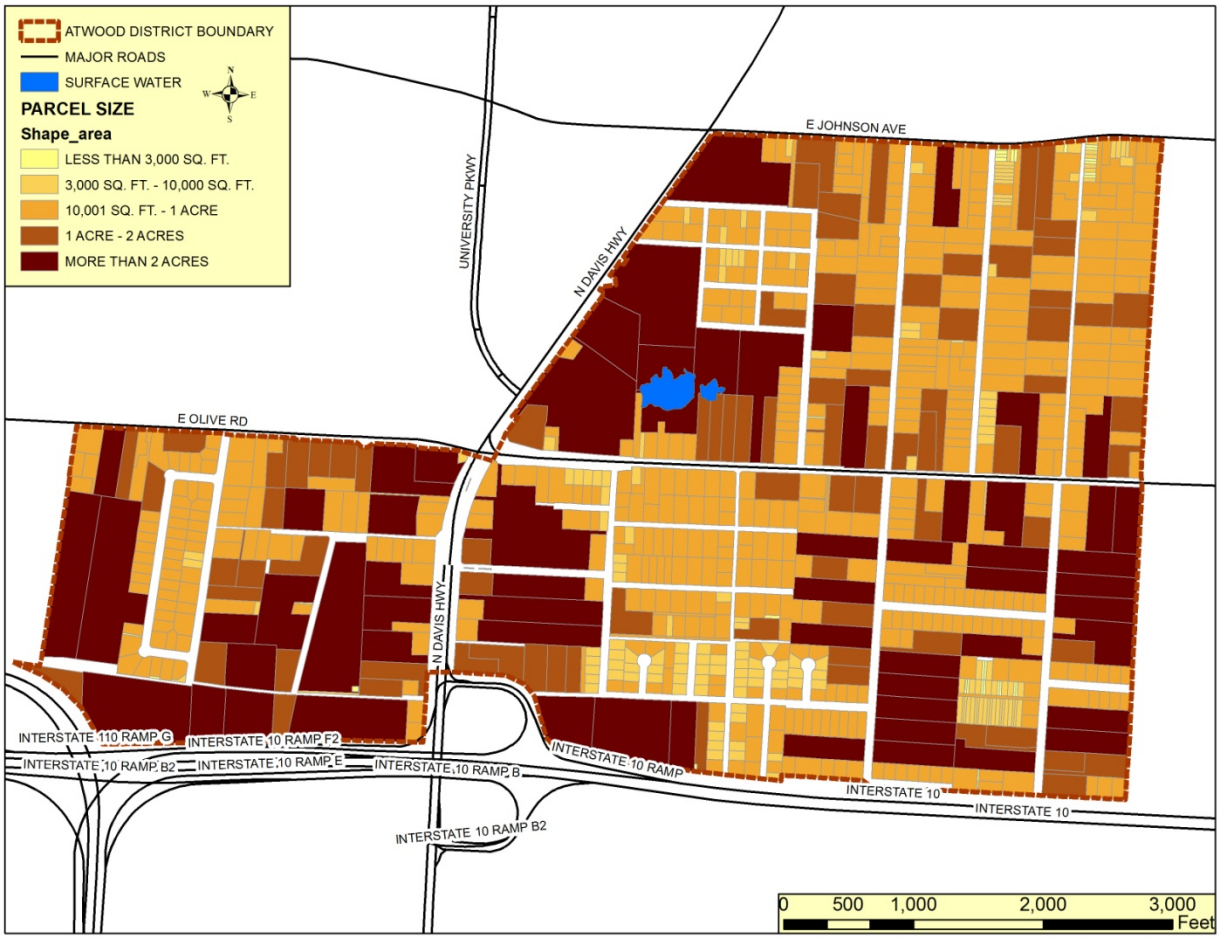


FIGURE 2.6: PARCEL SIZE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority (58.48%) of parcels in Atwood are between 10,000 square feet to 1 acre (43,560 square feet) in size. The next most common parcel sizes in Atwood are lots that are between 3,000 to 9,000 square feet – representing nearly 18.20% of the Redevelopment District.

Parcel Size	Count	Percent
< 3,000 square feet	39	4.44%
3,000 – 9,999 square feet	160	18.20%
10,000 square feet – 1 acre	514	58.48%
1-2 acres	106	11.95%
> 2 acres	61	6.94%
Total	**879**	**100**

TABLE 2.3: DISTRIBUTION OF PARCEL SIZE. ESCAMBIA COUNTY GIS

HOUSING CONDITION

Housing conditions in the Redevelopment District are mostly dilapidated and poor. The distribution of substandard housing is clustered throughout the Redevelopment District (Fig. 2.7), while the neighborhoods of Ferry Pass and Oakhurst contain a relatively higher concentration of poor quality housing compared to the rest of Atwood.

CRA staff conducted a neighborhood housing survey throughout the Atwood Redevelopment District. Houses were evaluated based upon the following established conditions criteria:

1. **Excellent condition** – None or very minor repair required.
2. **Good condition** – Possibly requiring paint. There may be evidence of aging. No structural repair necessary.
3. **Fair condition** – Repair or rehabilitation is required. Shingles may be curling. There may be evidence of the need for energy improvements. Roofing may be required as well.
4. **Poor condition** – Obvious structural damage exists. The Entire structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.
5. **Dilapidated condition** – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 777 houses in Atwood, over 48.2% are in either poor or dilapidated condition and 51.7% is in fair condition.

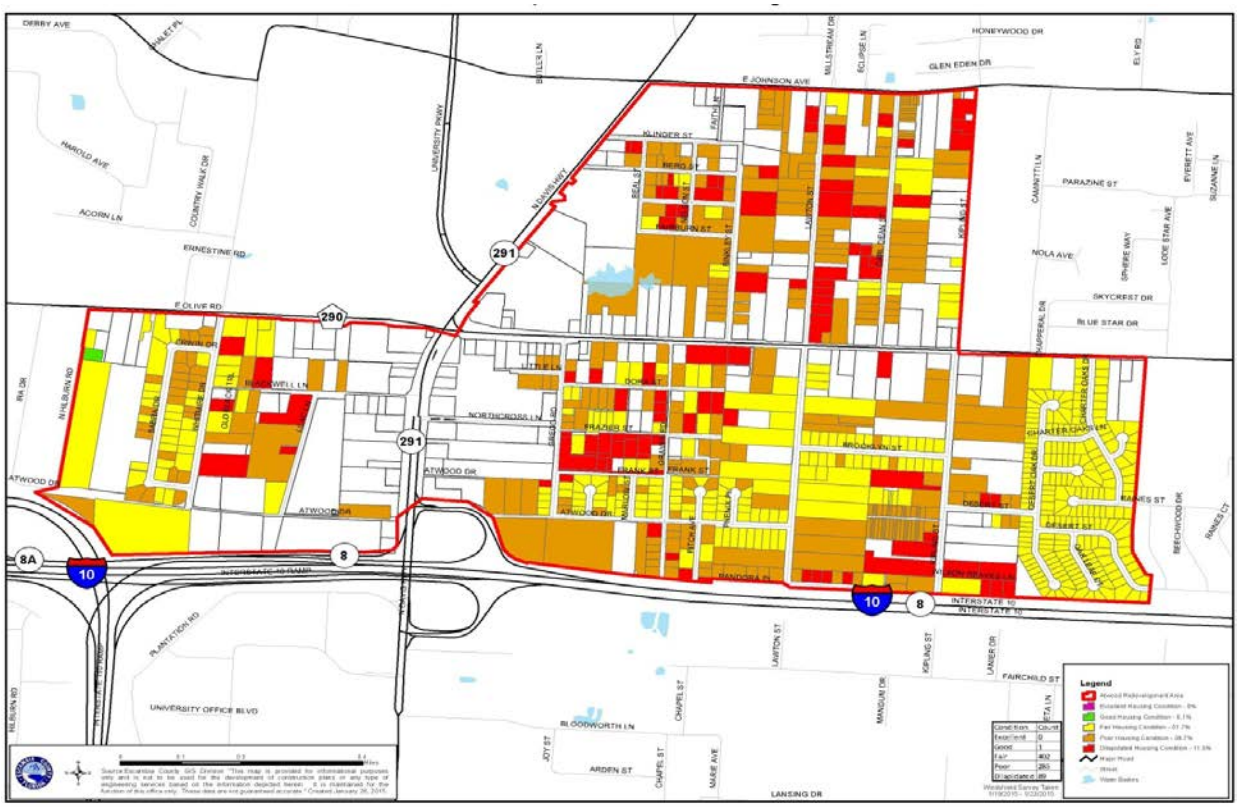


FIGURE 2.7: HOUSING CONDITIONS IN THE ATWOOD REDEVELOPMENTDISTRICT. ESCAMBIA COUNTY GIS

TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through Atwood's commercial corridors is logical and efficiently planned. Davis Highway intersects Olive Road and E Johnson Ave as grade-separated interchanges that keeps the north-south flow of traffic unhindered. E. Johnson Avenue and E. Olive Road provide the primary east-west access through the residential and lesser commercial areas of the redevelopment area.

Atwood has a traditional city-like street grid with a traditional interconnected street layout that connects to neighboring residential areas.

Olive Road East is a Roadway Reconstruction and Drainage project located east of Davis Highway. 2.3 miles of roadway reconstruction will be completed from Davis Highway to Johnson Avenue. Construction will include a two-lane curb and gutter with a center continuous left-turn lane; bike paths; sidewalks; re-alignment of Johnson Avenue with Harbour Square Drive and a complete overhaul of the drainage system, including two stormwater ponds and other safety improvements will be incorporated into the project. This project will be constructed in two phases. Construction of Phase one is currently underway and is estimated to be completed by April 2017. Phase two is construction is anticipated to start in 2017.

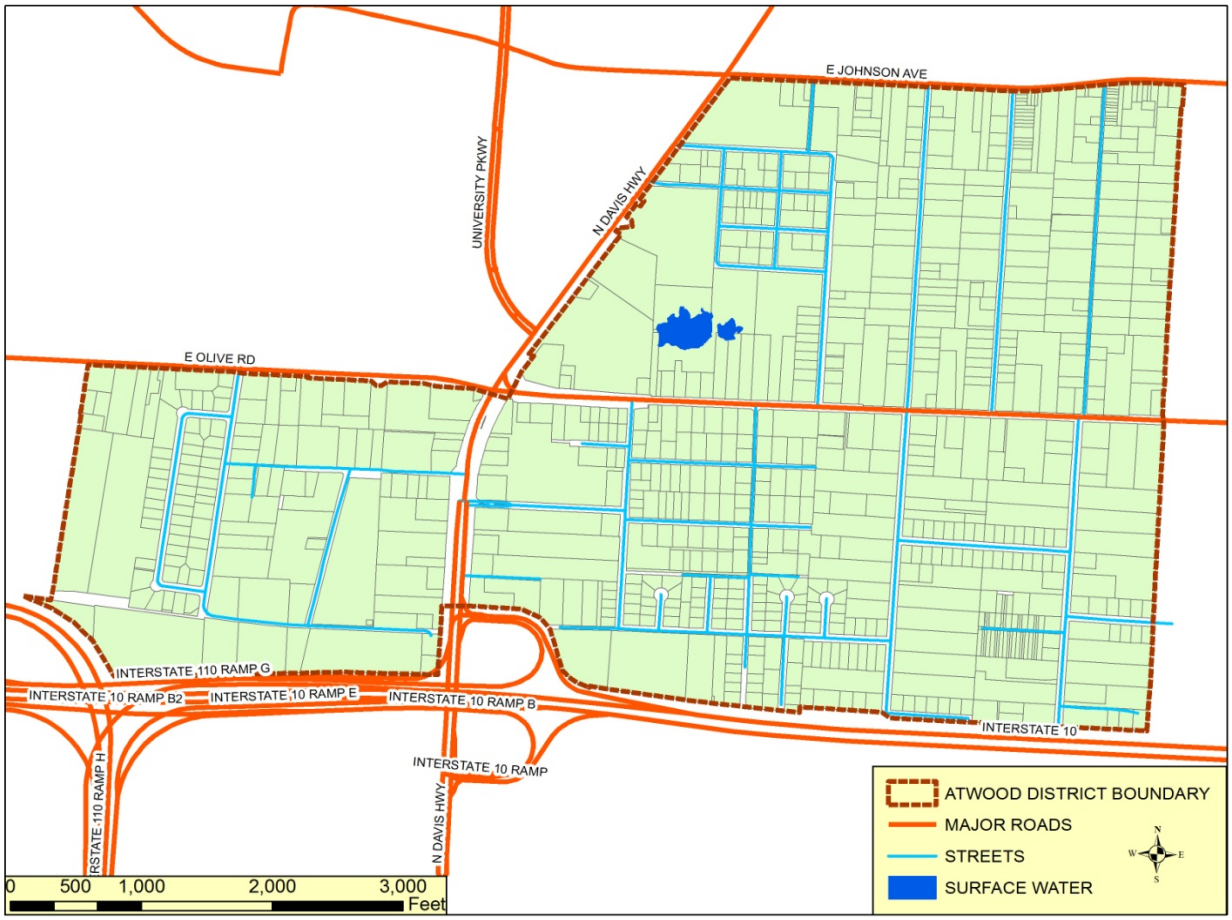


FIGURE 2.8: VEHICULAR CIRCILATION IN THE ATWOOD REDEVELOPMENT DISTRICT ESCAMBIA COUNTY GIS

PEDESTRIAN CIRCULATION

Pedestrian circulation in Atwood is deficient. Atwood does not have an interconnected sidewalk network throughout the District. Sidewalks are only located along the commercial corridor on N Davis Highway and extends a few feet east & west on E Olive Rd where the two intersect.

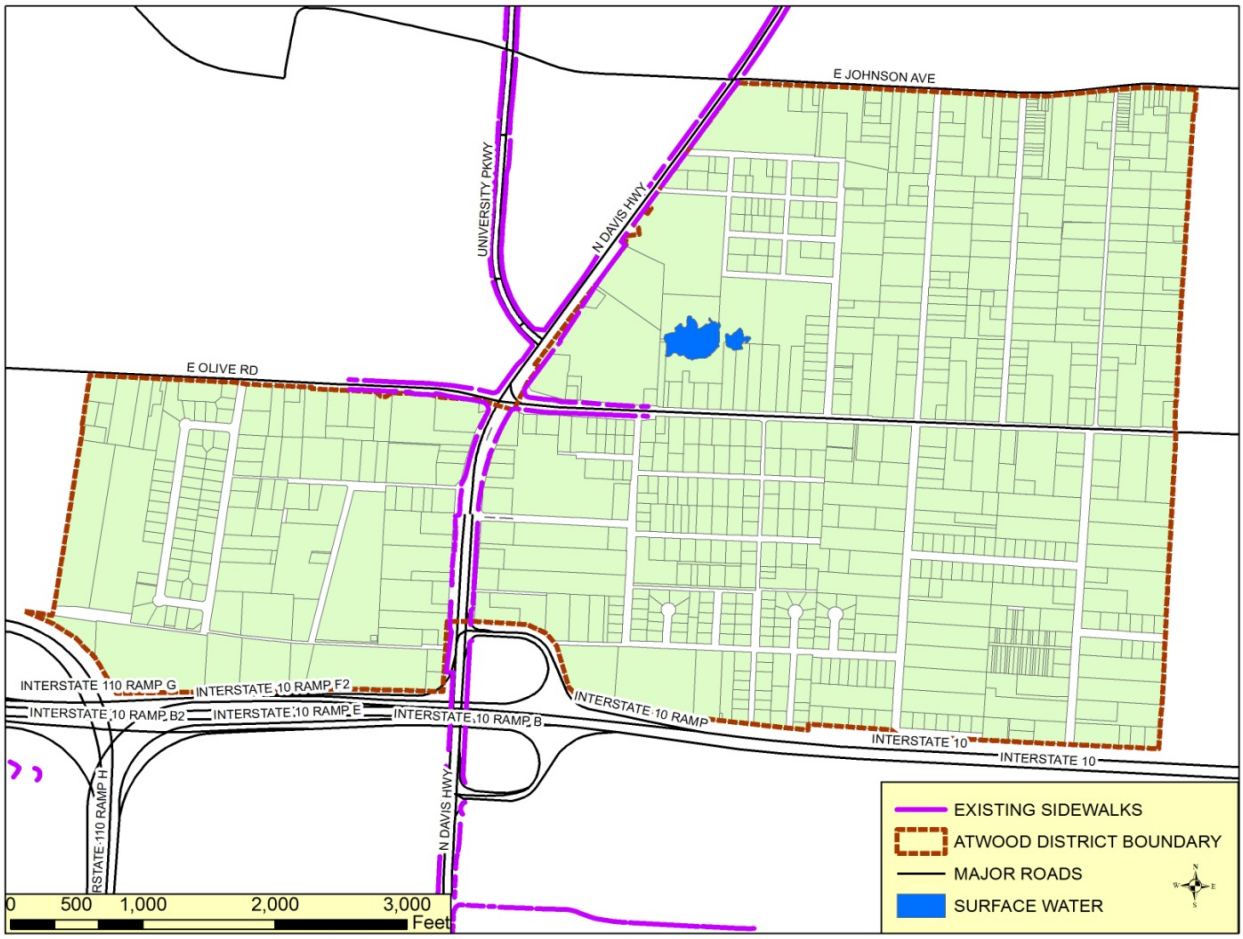


FIGURE 2.9: SIDEWALKS IN ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

The Olive Road East Roadway Reconstruction and Drainage will include bike lanes and sidewalks on E Olive Rd throughout the length of this heavily-travelled corridor from Davis Highway to E. Johnson Ave in the Redevelopment District.

With the funded and planned improvements in the Atwood Redevelopment District, pedestrian circulation will be vastly improved throughout the district. See concept map with proposed sidewalks Fig 3.1.

SANITARY SEWER

The sewer network in Atwood is concentrated in the northern residential area of district above Olive Road and scattered along Davis Highway in the Commercial Corridor. Sewer is available in the Klinger, Skycrest and Kipling Neighborhoods. Sewer service is also limited to businesses on Davis Highway from I-10 to Oliver Rd.

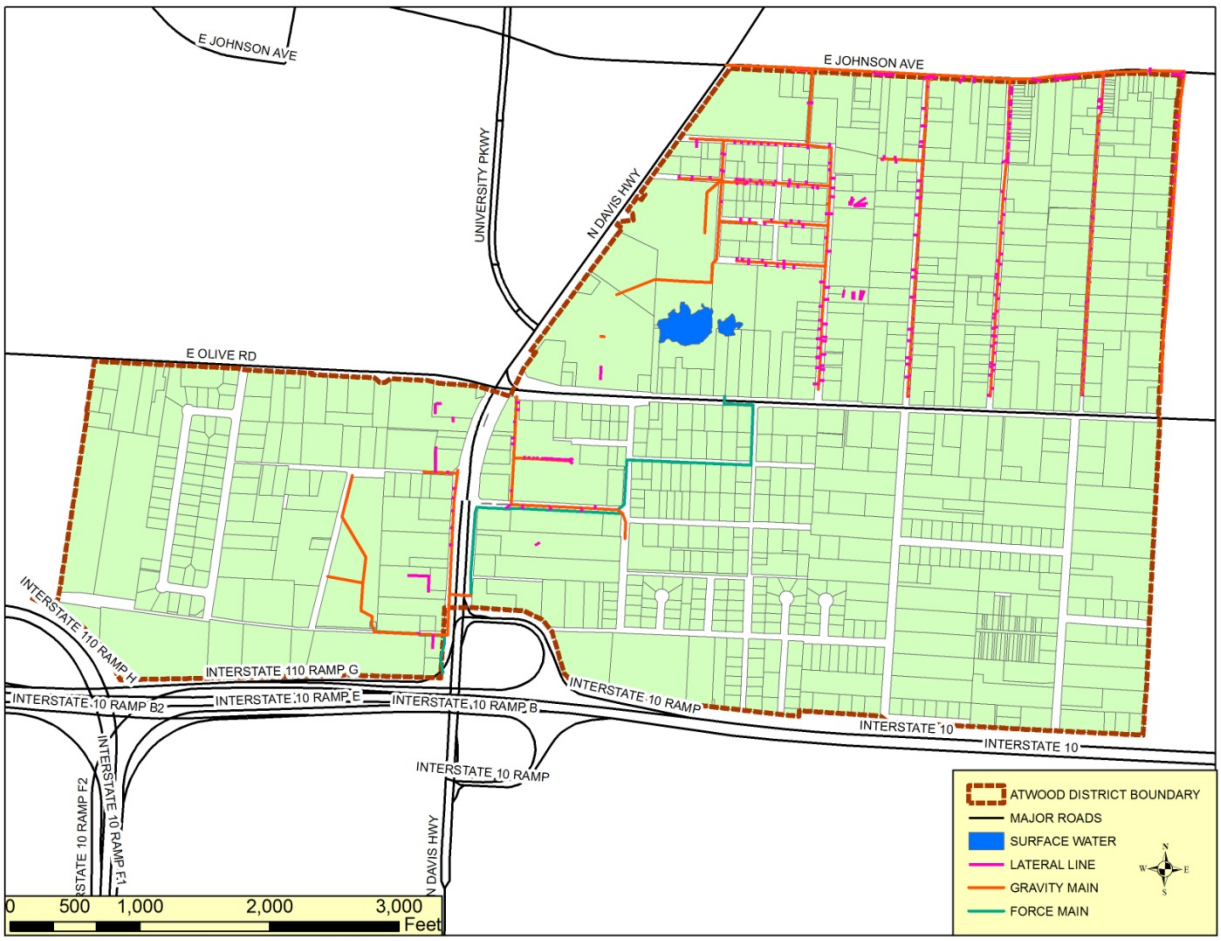


FIGURE 2.10: SEWER LINES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

SEWER EXPANSION

To ensure that sewer is available to all neighborhoods within the Atwood Redevelopment District, the sewer system will be expanded to the south side of Olive Rd. (see figure 2.11). The expansion will be completed in two phases. Phase one is the Atwood East Expansion and Phase two is the Whitmore Expansion.

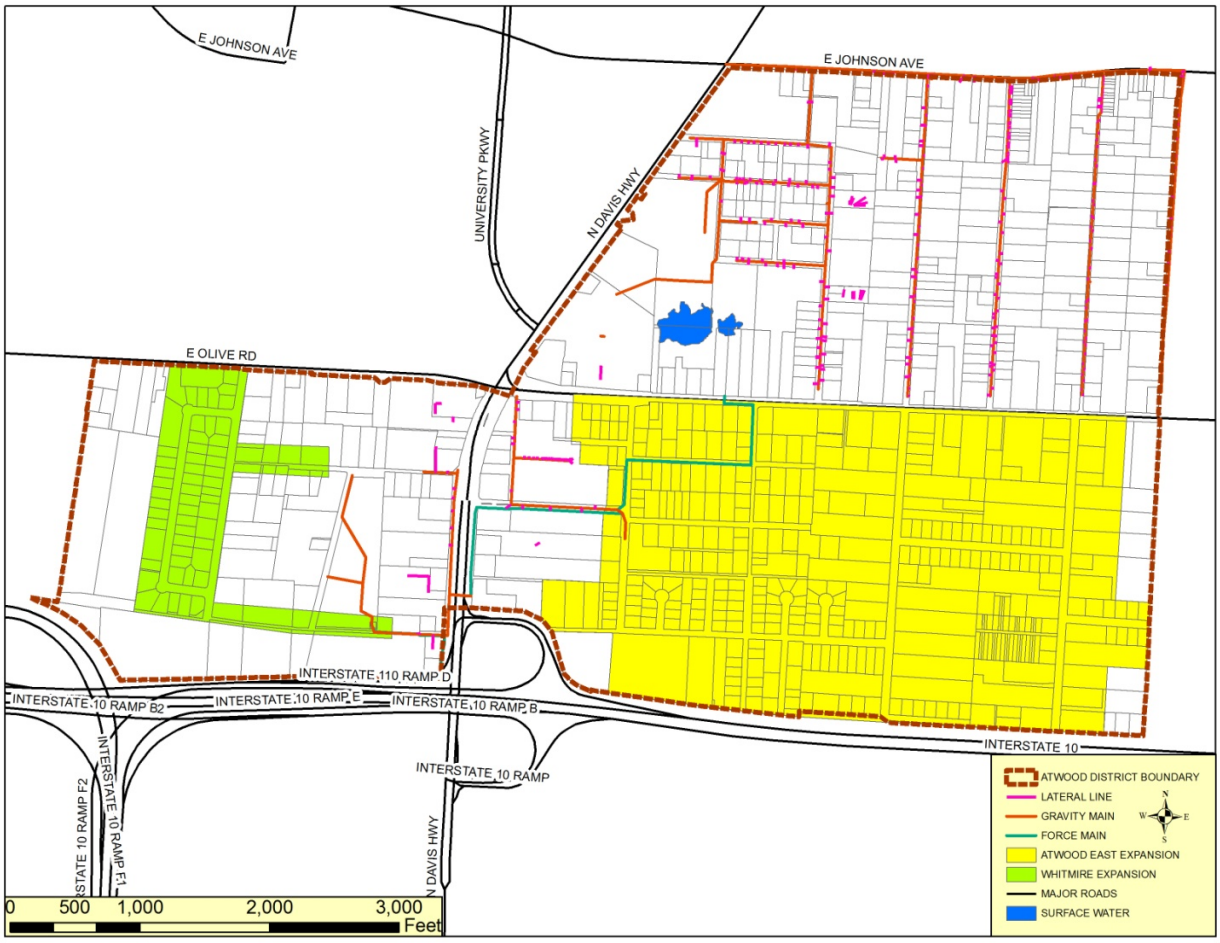


FIGURE 2.11: SEWER LINES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

DEMOGRAPHICS

This section uses data provided by Nielsen Site Reports as compiled by the Haas Center of University of West Florida to discuss the demographic, housing and economic conditions in the Atwood Redevelopment District and compare them to the same conditions across the whole of Escambia County.

POPULATION

Atwood's population has been very stable over the past fifteen years and is expected to remain so in the near future. The 2000 Census identified 2,362 residents and 2,939 residents in 2010. Estimated population in 2015 was 3,136. Projected population in 2020 is 3,363. Population in the Redevelopment District increased 24.40% from 2000-2010 and increased 6.72% from 2010-2015. Atwood is expected to grow 7.24% from 2015-2020.
As reflected in Table 2.4 below, the Atwood Redevelopment District is growing at a much faster pace than the county as a whole. In the period from 2000-2010, Atwood Redevelopment District grew 6.72%. Population grew slower in Escambia County from 2010-2015 with a growth rate of 3.03%. Projected growth rate of the county as a whole is expected to pick up to 4.49% from 2015-2020.

POPULATION Location	2010	2015	% change from 2010	2020 (estimated)	% change from 2014
Atwood CRD	2,939	3,136	6.72%	3,363	7.24%
Escambia County	297,619	306,630	3.03%	320,397	4.49%

TABLE 2.4 POPULATION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOUSEHOLDS

Household data (Tables 2.5 and 2.6) are important indicators of housing demand, household characteristics, and market potential in a community. The 2010-2015 percent increase of households in Atwood (5.97%) is more than the rate in household growth in Escambia County (3.42%). Despite this difference, the percentage of home owners living in their homes is nearly similar when comparing Atwood to the county as a whole.

HOUSEHOLDS Location	2010	2015	% change from 2010	2020(estimated)	% change from 2015
Atwood CRD	1,294	1,371	5.97%	1,465	6.88%
Escambia County	116,238	120,219	3.42%	125,949	4.77%

TABLE 2.5 HOUSEHOLDS. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOME OWNERSHIP RATE IN 2015	Atwood	Escambia County
% Owner-occupied	51.62%	64.78%
% Renter-occupied	48.80%	35.22%

TABLE 2.6 HOME OWNERSHIP RATES. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area's economic strength. Atwood's median household income in 2015 was $36,501. Escambia County's median income in 2015 was $43,533. The discrepancy in Atwood's median income is $7,032 or 16.15% less than the County's median income.

ETHNIC COMPOSITION

Compared to Escambia County as a whole, the Atwood Redevelopment District has a higher concentration of white citizens. (Table 2.7). Atwood's ethic composition is 70.38% white and 18.27% Black or African American with other listed races combined only make-up 11.35%.

ETHNIC COMPOSITION	ATWOOD CRD	ESCAMBIA COUNTY
White	70.38%	57.56%
Black or African American	18.27%	5.97%
Amer. Indian or Alaska Native	1.18%	1.70%
Asian	2.14%	1.13%
Native Hawaiian and other Pacific Islander	.06%	0.21%
Some other race	3.79%	23.24%
Two or more races	4.18%	10.19%

TABLE 2.7: ETHNIC COMPOSITION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

AGE

Age breakdowns are comparatively similar in Atwood and Escambia County as a whole (Table 2.8). In the Atwood Redevelopment District, 74.68% of the population is over 18 years of age while countywide the percentage is 78.4%. Comparison of the elderly population is nearly equal. Although slight, the greatest age comparison difference is in children in Atwood. Atwood has about 1.6% more young children and 2.1% more school-aged children than the county as a whole.

AGE	ATWOOD CRD	ESCAMBIA COUNTY
0-4	6.89%	6.23%
5-17	15.08%	15.36%
18-64	63.72%	62.75%
65+	14.32%	15.67%
Over 18	78.03%	78.41%

TABLE 2.8: AGE. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EMPLOYMENT

The total working-age population of Atwood in 2015 was estimated at 4,504, of those 2,595 are employed. In 2015, unemployment rate in Atwood was 7.86%. 37.04% of the working age population of Atwood is not in the labor force. Among Atwood residents (Table 2.9), the highest percentages are employed people who work in food preparation/serving (18.84%) and office/administration support (18.23%).

EMPLOYMENT	ATWOOD CRD	ESCAMBIA COUNTY
Architect/Engineer	1.73%	1.30%
Arts/Entertain/Sports	0.08%	1.66%
Building Grounds Maintenance	3.43%	5.12%
Business/Financial Operations	1.35%	3.33%
Community/Social Services	1.39%	1.65%
Computer/Mathematical	1.12%	1.27%
Construction/Extraction	4.78%	5.02%
Education/Training/Library	4.35%	5.43%
Farm/Fish/Forestry	0.23%	0.43%
Food Prep/Serving	18.84%	8.52%
Health Practitioner/Tech.	8.79%	7.60%
Healthcare Support	5.51%	2.78%
Maintenance Repair	4.59%	3.61%
Legal	0.54%	0.97%
Life/Phys/Social Science	1.35%	0.57%
Management	3.47%	8.28%
Office/Admin. Support	18.23%	15.84%
Production	0.81%	3.40%
Protective Services	1.31%	2.15%
Sales/Related	7.90%	11.82%
Personal Care/Service	5.47%	3.33%
Transportation/Moving	4.70%	5.90%

TABLE 2.9: EMPLOYMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EDUCATION

Economic conditions in a community are often analyzed through indicators such as per capita income, median and average household incomes, employment rate, educational attainment, labor force participation, and poverty rate, but there may be correlations as well between income performance and educational attainment.

As shown is Table 2.10, in 2015, it is estimated that 30% of Atwood residents have received their high school diploma, while an additional 28% have attended college (with nearly 13% of the population attaining a Bachelor's Degree). In contrast, 14% of the Redevelopment Area adults have not completed high school.

In comparison with Atwood to the county as a whole, the difference isn't dramatic – with slightly lower educational attainment in Atwood. However, Atwood does lead the county with the percentage of adults who have a high school diploma and have attended college.

EDUCATIONAL ATTAINMENT	ATWOOD CRD (population 25+ in 2015)	ESCAMBIA COUNTY (population 25+ in 2015)
Less than 9th grade	6.56%	4.03%
Some High School, no diploma	7.86%	8.81%
High School Graduate (or GED)	30.05%	29.00%
Some College, no degree	27.97%	24.49%
Associate Degree	9.58%	10.40%
Bachelor's Degree	12.62%	14.77%
Master's Degree	4.79%	6.33%
Professional School Degree	0.26%	1.32%
Doctorate Degree	0.34%	0.85%

TABLE 2.10: EDUCATIONAL ATTAINMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

INCOME

In 2015, residents of Atwood on average earned 25.3% less than a resident elsewhere in Escambia County. The difference in median income was not quite as drastic with Atwood residents earning 16.15% less median income than in the county as a whole. Despite this discrepancy, Atwood has higher percentages of residents in the $35,000 - $99,999 income range than compared countywide.

INCOME BRACKETS	ATWOOD CRD	ESCAMBIA COUNTY
2015 Average Income	$49,529	$58,243
2015 Median Income	$36,501	$43,533
<$15,000	14.15%	15.44%
$15,000 - $24,999	20.57%	12.08%
$25,000 - $34,999	13.49%	13.48%
$35,000 - $49,999	18.09%	15.82%
$50,000 - $74,999	14.37%	17.37%
$75,000 - $99,999	6.71%	12.13%
$100,000 - $124,999	5.91%	5.68%
$125,000 - $149,000	3.06%	2.68%
$150,000 - $199,999	2.77%	2.93%
$200,000 - $249,999	0.88%	0.95%
$250,000 - $499,999	0.07%	1.12%
$500,000+	0.00%	0.33%

TABLE 2.11: INCOME BRACKETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

CRIME

With a limited dataset, it is difficult to establish a deep understanding of crime trends in the Atwood Redevelopment District. The data in Table 2.12 shows that larceny is the highest number of crimes in Atwood from 2008 -2014. Only one murder was reported in the seven year period in 2013. When compared to Escambia County as a whole, Atwood is extremely low in all categories. In all aspects of measured crime, the Atwood Redevelopment District has a much lower rate than the county as a whole. Crime and the perception of crime can always be viewed as an impediment to redevelopment. This data provides a baseline for future improvement as the Redevelopment Area progresses.

TOTAL INCIDENCE OF CRIME Location	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
Atwood CRD (pop. 3,363)							
Murder	0	0	0	0	0	1	0
Forcible Sex Offenses	3	2	2	4	1	0	4
Robbery	15	6	11	6	8	9	3
Aggravated Assault/Battery	18	13	12	15	15	20	10
Burglary/Break-and-Enter	49	48	49	35	49	47	33
Larceny	55	42	68	62	69	70	55
Motor Vehicle Theft	22	13	14	7	13	13	8
Narcotics	12	10	29	12	16	21	25
Escambia County (pop. 306,630)							
Murder	18	15	26	14	15	23	18
Forcible Sex Offenses	225	307	313	272	264	224	234
Robbery	554	534	461	463	412	370	306
Aggravated Assault/Battery	1,420	1,392	1,128	1,033	1,269	1,169	1,203
Burglary/Break-and-Enter	2,417	2,610	2,665	2,600	3,156	2,776	2,356
Larceny	6,364	6,593	7,271	7,543	7,579	7,588	6,908
Motor Vehicle Theft	687	630	519	858	550	654	554
Narcotics	1,369	1,526	1,458	1,641	1,701	1,600	1,122

TABLE 2.12 TOTAL INCIDENCE OF CRIME IN ATWOOD AND ESCAMBIA COUNTY. ESCAMBIA COUNTY SHERIFF'S OFFICE

CHAPTER 3: CONCEPT PLAN

CONCEPT PLAN PHILOSOPHY

This chapter presents the Concept Plan for future land use and redevelopment within the Atwood Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the public workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the Atwood Redevelopment District followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan serves as the foundation for future policy decisions by the County. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

- The Plan identifies, in general, where future land use changes and redevelopment activities should occur to make best use of limited resources and attract desirable businesses and reinvestment.
- The Plan offers a comprehensive strategy from which the Community Redevelopment Agency can plan its activities for the Atwood Redevelopment District.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, Crime Prevention Through Environmental Design (CPTED) design, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Atwood Redevelopment District.

In summary, the Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- Improving physical conditions and visual character of the area's primary transportation corridors.
- Encouraging infill, renovation, reconstruction and enhancement of single-family residential areas.
- Creating natural centers of social, entertainment, and retail activity that help anchor neighborhoods and form gateways into Atwood.
- Promoting denser and fuller commercial development on Atwood main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses in order to preserve residential character and help stabilize property values.
- Identifying appropriate locations in the Redevelopment District to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.
- Enforcing code regulations as they apply to housing and property upkeep, visual blight, and safety requirements.
- Enhancing the pedestrian orientation of the Atwood Redevelopment District by increasing its walkability;
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

ATWOOD CRD CONCEPT PLAN

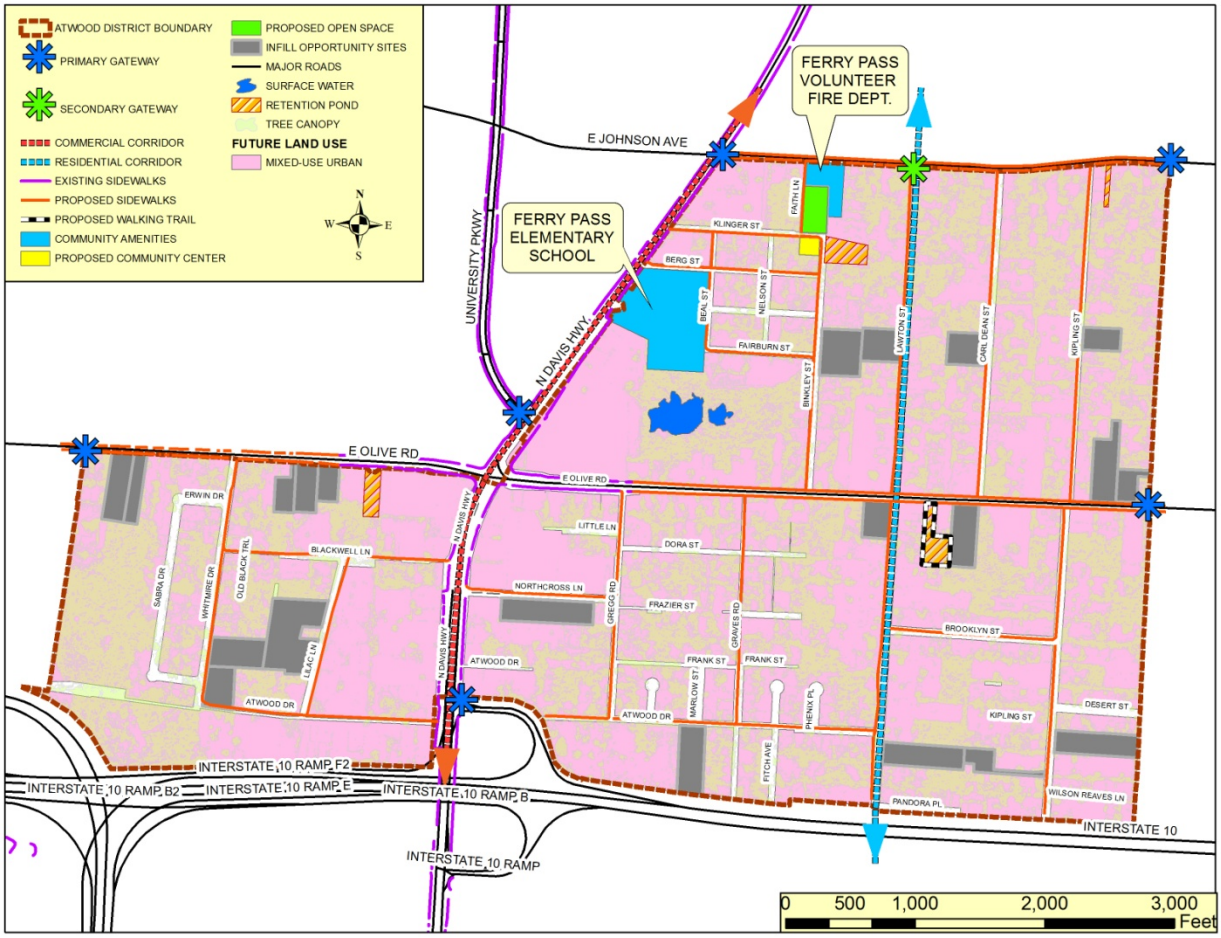


FIGURE 3.1: CONCEPT PLAN FOR THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

CORRIDORS

Primary corridors serve as major access routes for vehicular and pedestrian movement. Highly visible and easily accessible business locations are essential components of market development, and effective traffic circulation is an important factor. Primary corridors carry the largest amounts of traffic and are the most recognizable and convenient routes. Integration of transportation and land use considerations become important in designing primary corridors that are effective at moving traffic, allowing curbside access, and presenting an appealing and welcoming image to motorists and pedestrians alike.

Existing conditions on the Redevelopment Area's primary corridors are somewhat deficient in terms of infrastructure quality, commercial activity, personal safety, and aesthetic character. These deficiencies must be addressed in order to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Atwood Redevelopment Area that could potentially act as catalysts for the redevelopment of the area. These corridors are:

1. Primary Commercial Corridors:

N. Davis Highway , E. Olive Road, and E. Johnson Ave

2. Neighborhood Commercial Corridors

Kipling Street

3. Neighborhood Connectors

Lawton Street, Hilburn Road, Klinger Street and Binkley Street

PRIMARY COMMERCIAL CORRIDORS

N. Davis Highway is the primary north-south route through the Atwood District. Land use along N. Davis Highway is primarily highway-commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and institutional uses. Retail uses are more concentrated along the intersection of N. Davis Highway and E. Olive Road. Some areas of the corridor are vacant or under-utilized, with excellent redevelopment potential.

Although traffic is heavy during peak hours, a significant road improvement is currently under way for E. Olive Road from N Davis Highway to Johnson Avenue. The Escambia County Engineering project will improve safety for vehicles, bicycles and pedestrians in addition to widening the roadway to include a left-turn center lane.

E. Olive Road is the primary east-west route that runs through the center of the Atwood District. Commercial activity along E. Olive Road is as intense as is found on N. Davis Highway through the Redevelopment District. Large shopping centers are anchored by large national retailers and are supported by smaller shops and services. Commercial redevelopment opportunity is available in pockets along E. Olive Road.

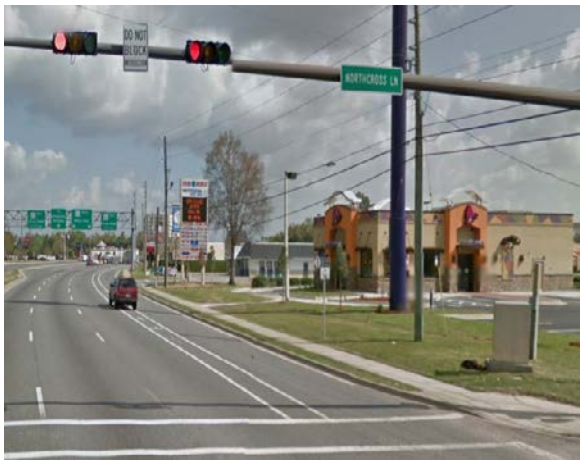
E. Johnson Avenue is also a primary east-west route that runs across the northern boundary of the Atwood Redevelopment District. There is a mixture of residential and business uses along this route that also present opportunities for redevelopment.

Objective: Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision that retains the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and stimulate quality development in the Atwood Redevelopment District.

Action Strategies:

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor. These include constructing elements such as landscaped medians, street lighting, sidewalks, and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and use the services of a real estate agent and/or the County's land management team to acquire and assemble land for the development of large marketable retail or office sites.
- Identify priority sites for developing neighborhood retail and entertainment centers. These centers would centralize important neighborhood features, such as grocery stores, banks, dry cleaners, restaurants, etc.

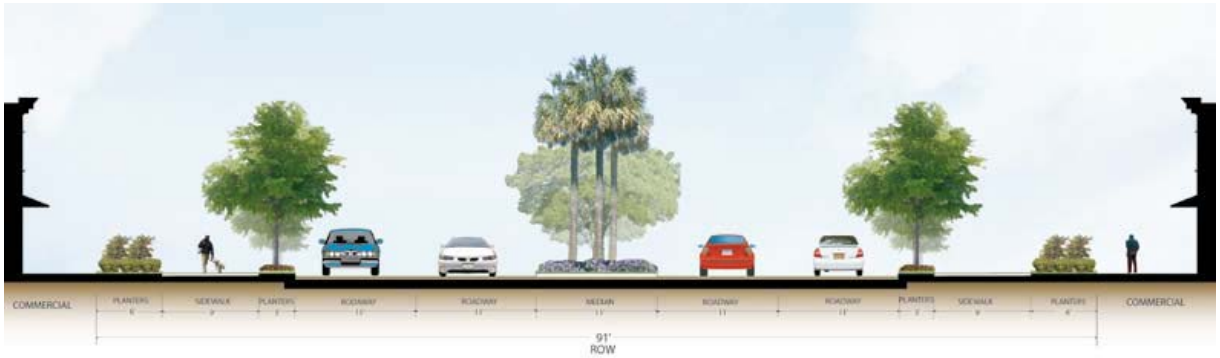
- Provide business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Extend and/or complete sewer infrastructure to all properties in the corridor.



EXISTING CONDITION: N. DAVIS HIGHWAY. CRA STAFF



Photo simulation of desired improvements for a PRIMARY COMMERCIAL CORRIDOR. IBI GROUP, INC.



TYPICAL SECTION AN IMPROVED COMMERCIAL CORRIOR. IBI GROUP, INC.

NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of Atwood, and the proposed development program for Atwood's neighborhood commercial corridor intends to build upon their existing character.

Kipling Street is the secondary north-south route through the Redevelopment District. There are residential uses concentrated along the north and south ends of Kipling Street with businesses along the center of the corridor. A variety of businesses exist along this corridor such as chiropractor, electrician, and auto sales.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; wide lanes and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways. Streets with mixed commercial and residential uses require modified strategies to properly

manage their character and uses. Also, there is high pedestrian traffic with no pedestrian infrastructure. Citizens transition through an unsafe and comfortable pedestrian environment.

Objective: Transform the functional and visual character of the street as primary neighborhood commercial corridor at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Establish an identity for the corridor and encourage private sector investment that addresses the needs of the neighborhood.



EXISTING CONDITION: E. OLIVE ROAD. CRA STAFF

Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential corridors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds. Tree canopy, landscaping, street lighting, sidewalk repair and construction, and vegetative screens to hide undesirable views are all appropriate.
- Encourage neighborhood commercial development that is compatible with the adjacent uses.
- Provide business owners and developers with incentives such as tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Focus redevelopment efforts at neighborhood gateway intersections.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.

NEIGHBORHOOD CONNECTORS

Lawton Street is a neighborhood connector that runs north and south the full extent of the district from E. Johnson Avenue to Pandora Place at I-10. It provides access for neighborhood pedestrian and vehicle traffic to transition back and forth across E. Olive Road. Lawton Street is proposed for sidewalks to create a safer pedestrian environment.

Hilburn Road is also an important north-south connector at the western boundary of the District that extends from E. Olive Road to I-10. Hilburn Rd connects to Atwood Drive on the south boundary providing access to the Frichez Heights neighborhood.

Klinger Street and Binkley Street will provide the neighborhood and Ferry Pass Elementary School students direct access to the proposed community center and park. This road is also proposed for sidewalks to create a safer pedestrian environment.

Objective: Maintain and improve the residential character of the neighborhoods. Connect important neighborhood destinations. Enhance the community's sense of place and identity by establishing higher quality architectural design standards in the residential areas.

Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential connectors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds.
- Encourage adaptive reuse of vacant properties that is compatible with the neighborhoods.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A NEIGHBORHOOD CONNECTOR. IBI GROUP



BINKLEY STREET. CRA STAFF

GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into a geographic area. They commonly make use of a combination of complementary elements to create a pleasing and welcoming image to residents and visitors. Such elements include signage, landscaping, hardscape features like fountains or plazas, outdoor kiosks or vending stalls, and various forms of retail or dining activity. Gateways, when designed in this manner, help to provide focal points for people to spend time away from work or home. In addition to serving as landmarks, they can be zones of social and retail/dining activity for local residents.

In the Atwood Redevelopment District, there are seven intersections where gateways of primary and secondary magnitude could eventually be developed. The primary ones are located at major intersections, while the secondary ones serve largely residential blocks.

PRIMARY GATEWAYS

All primary gateways can be designed and developed on common principles, with particular strategies added to each gateway appropriate to the area around it. The implementation of any of these town-center gateways will require close cooperation between the public and private sectors. Escambia County and various state and federal agencies must ensure that public utilities, rights-of-way, zoning requirements are able to accommodate the proposed primary gateways.

Proposed primary gateway locations:

- on N. Davis Highway at I-10
- on N. Davis Highway at E. Johnson Avenue
- on N. Davis Highway at E. University Parkway
- on E. Olive Road at Hilburn Road
- on E. Olive Road at Caminitti Lane
- on E. Johnson Avenue at Caminitti Lane



EXAMPLE OF A GATEWAY FEATURE. GOOGLE MAPS

SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a particular neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, Lawton Street at E. Johnson Avenue is an ideal street to build secondary gateways in Atwood. In addition to being located parallel to busy U.S. Highway 29, it is anchored on the south end by the Interstate 10 overpass, representing an important opportunity to brand the entrance into the Redevelopment District along a lower-speed corridor.

Proposed secondary gateway location:

- on E. Johnson Avenue at Lawton Street

Objective: Create entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the Atwood Redevelopment District.

Action Strategies:

- Install unique landscaping elements and signage directing people to the Atwood Redevelopment District.

- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish neighborhood identification and directional signage programs announcing the entrance to the Atwood Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.





EXAMPLES OF A PRIMARY GATEWAY DESIGN. IBI GROUP, INC.





EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGN. IBI GROUP, INC.

COMMUNITY AMENITIES

There are no existing community amenities in the Atwood Redevelopment District. This Redevelopment Plan proposes to develop a community center and park that encourage outdoor recreation and social interaction. Neighborhood parks should be created on vacant lots that are strategically located near neighborhoods. The goal is to provide a neighborhood park within a 10-minute walk of any residence in the Atwood Redevelopment District.

Objective: Improve resident's quality of life by providing recreational opportunities for residents of the Atwood Redevelopment District. Such amenities should be readily accessible and serve to strengthen and enhance the community.

Action Strategies:

- Strategically locate neighborhood pocket parks within a 10-minute walking distance from residential blocks. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Increase the number of neighborhood groups and strengthen neighborhood group collaboration.
- Fund the community center project identified in the capital improvement section of this plan.

REDEVELOPMENT STRATEGIES

This section of the plan highlights three particular redevelopment opportunities that could have far-reaching positive impact on the Redevelopment Area:

- Commercial Redevelopment and Infill
- Infill Opportunities for Single- and Multi-Family Housing
- Encourage Citizen Groups and Civic Pride
- Public Health and Safety

COMMERCIAL REDEVELOPMENT AND INFILL

With 7.65% of the Redevelopment Area being vacant, this represents a good opportunity for redevelopment of underutilized areas and infill development for new businesses. The Concept Map (on page 34) identifies vacant parcels 1-acre and larger. These identified parcels are opportunities for new development.

Objective: Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth benefits both Atwood and Escambia County.

Action Strategies:

- Initiate the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. These grant programs match commercial property owners in a reimbursement grant for 50% of the project cost according to the grant program guidelines. If the amount of the TIF and Community Development Block Grant funding allows, consider expanding the maximum match to a higher amount to accommodate larger improvement projects.
- Meet with developers to find out what the County can do to help promote commercial growth in the Atwood Redevelopment District.



EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT. CRA STAFF





EXAMPLE OF A COMMERCIAL SIGN GRANT RECIPIENT. CRA STAFF

INFILL OPPORTUNITIES FOR SINGLE- AND MULTI-FAMILY HOUSING

Several smaller undeveloped tracts remain in the Atwood Redevelopment District for future residential development. As Escambia County continues to grow its economy, new residential development will follow. The ongoing expansion of the Navy Federal Credit Union campus is expected to place additional demand for housing units as the credit union's employees relocate to the area and new jobs are created.

The Community Redevelopment Agency will work with partners such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and CEII to consider creating new affordable housing opportunities. By partnering with a wide variety of agencies and non-profits, a greater pool of funding is available for home repairs and construction.

Objective: Encourage the redevelopment and infill development of vacant properties with residential potential.

Action Strategies:

- Work with local partners to increase the affordable housing opportunities in Atwood.
- Create community amenities, beautification and streetscapes to make Atwood an attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the Atwood CRD.

ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of an area is critical to its success. Citizen groups, such as neighborhood watch groups or other civic-minded organizations are a great way to advocate for improvements to elected officials. Motivated neighbors also are a great resource to get small projects completed whether it is helping someone paint a house or hosting a park clean-up day. These neighborhood groups will receive support and guidance from Escambia County to maximize their effectiveness in the community. The Ferry Pass Neighborhood Watch is an active group of citizens whose goal is to improve the neighborhood and has interest in the issues affecting the Atwood Community Redevelopment District.

In the past, the Escambia County Redevelopment Agency hosted a Neighborhood Leadership Workshop for the heads of the neighborhood groups of all the CRA districts to attend a workshop to network, trade information, and learn new skills. The CRA hopes to reinvigorate this practice in the future which will include leaders from the Atwood Redevelopment District.

Objective: Help foster a sense of civic pride in the Atwood Redevelopment District through neighborhood groups, beautification projects, and neighborhood conferences.

Action Strategies:

- Work with residents to establish community groups and provide support to help those groups have maximum effectiveness in their community.
- Host an annual Neighborhood Leadership Workshop and invite leaders from all CRA districts in Escambia County and the City of Pensacola.

PUBLIC HEALTH AND SAFETY

Crime in Atwood can be an impediment to the revitalization of the District and the surrounding areas. The Escambia County CRA, the Atwood Community and the Atwood Neighborhood Groups will continue to work towards the common goal of decreasing and/or eliminating crime by implementing a comprehensive strategy addressing the need for additional law enforcement, community policing, prevention, intervention and treatment, neighborhood and economic development.

Objective: The CRA will continue to work with the Escambia County Sheriff's Department, Atwood Neighborhood Groups, Area churches, Commercial businesses and community stakeholders.

Action Strategies:

- Seek to have a Sheriff sub-station located within the Atwood Redevelopment District.
- Promote representatives from the Escambia County Sheriff's Department to conduct regular clean-sweeps of the Atwood area.
- Continue to solicit assistance from citizens for code enforcement violations.
- Support Crime Prevention Programs throughout the community.
- Continue to provide residential and commercial street lighting for safety.
- Install additional sidewalks for pedestrian safety.

RESIDENTIAL PRESERVATION AND ENHANCEMENT

The Atwood Redevelopment District contains 11 neighborhoods. The housing condition is fair with a number of dilapidated homes scattered across the Redevelopment District. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the Redevelopment District and improve the quality of life should be supported by a harmonizing effort to revitalize and preserve existing neighborhoods. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's residential rehabilitation grant to encourage housing restoration across the Redevelopment District, and continuing to collaborate with non-profit organizations and faith-based institutions.

To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and in particular, improving the connections with local schools, parks and other neighborhood destinations. The Plan also recommends pursuing infill development opportunities in the neighborhood to develop pocket parks and multi-family housing development through land assembly and acquisition, where possible.

Objective: Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs that support investment in residential renovations and redevelopment of existing housing stock.

Action Strategies:

- Establish the residential improvement grant to encourage housing restoration across the Redevelopment District.
- Establish residential design standards for building renovations and infill development.
- Acquire lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result of the demolition may be used for infill housing development or neighborhood parks.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures so that no Atwood resident is more than a 10-minute walk from a park.
- Continue to provide financial assistance to further sewer system expansion throughout the redevelopment area together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs.



HOUSES IMPROVED WITH THE CRA RESIDENTIAL REHAB GRANT PROGRAM. CRA STAFF

CHAPTER 4: CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

Capital investment in improvement projects, including pedestrian-targeted improvements, will help to achieve the goals and desires of the Atwood community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the Atwood Redevelopment District and provide the basis for leveraging private redevelopment investment. The table below presents a list of proposed capital projects and programs that could be pursued by the county to implement the recommendations of this Redevelopment Plan.

The strategies herein are divided into short-term (within 5 years), mid-term (5 to 10 years), and long-range (+10 years) time horizons to help facilitate budgeting and provide a guide to what projects may be considered a higher priority at first. It is important to note that these proposed capital improvement strategies are not a pledge of expenditure of funds on a given project in a given year. Actual funding allocations will be determined annually through the county's budget process. Also, as years pass, priorities may change and the capital improvement strategies may need to be amended to reflect that.

County funds can be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. With successful revitalization, Escambia County should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The Atwood Redevelopment Plan contains several projects consisting of public, private and joint public/ private efforts that may take up to twenty years to complete. It is essential that the county incorporates a sound project implementation strategy when identifying priorities. The community should understand that the county will be pursuing multiple elements of the Redevelopment Plan at all times, and it is important to note that the summary of capital implementation strategies in this chapter is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the county will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project.

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
Bike Lanes				
E. Olive Road from Davis Highway to E. Johnson Rd	Construct bike lanes on north and south sides of E. Olive Road	Funded as part of the Olive Rd East Project	LOST	2018
Bus Stop Improvements				
General transit improvements to bus stops in Atwood CRD	Transit improvements are made on an as-needed basis.	TBD	ECAT, LOST	Short-term. TBD
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
Community Center				
Atwood Community Center	Community Center with similar layout and size as Ebonwood.	$1,800,000	LOST, TIF	Mid range. TBD
Drainage				
E. Olive Road from Davis Highway to Johnson Road	A complete overhaul of the drainage system, including two stormwater ponds.	Funded as part of the Olive Rd East Project	LOST	2018
Parks				
Atwood Neighborhood Park	Construct a new neighborhood park.	1,000,000	LOST, Parks, TIF	Mid range. TBD
Olive Rd Walking Trail	Construct walking trail around Olive Rd retention pond.	TBD	TBD	Mid range. TBD
Road Improvements				
E. Olive Road from Davis Highway to E. Johnson Rd	This project will be approx. 2.3 miles of roadway reconstruction.	Funded as part of the Olive Rd East Project	LOST	2017/2018
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
Sidewalks				
Atwood Drive	Construct sidewalk on Atwood Dr. from Gregg Rd. to Lawton St.	$208,652	LOST IV, TIF	Mid-term. TBD
Blackwell Lane	Construct sidewalk on Blackwell Ln. from Whitmire Dr. to N Davis Hwy.	$179,326	LOST IV, TIF	Mid-term. TBD
Binkley Street	Construct sidewalk on Binkley St from Klinger St. to East Olive Rd.	$196,400	LOST IV, TIF	Mid-term. TBD
Caminitti Lane	Construct sidewalk on Caminitti Ln. from E. Johnson Ave. to E. Olive Rd.	$266,130	LOST IV, TIF	Mid-term. TBD
E. Johnson Avenue	Construct sidewalk on East Johnson Ave. from N. Davis Hwy. to Caminitti Ln.	$353,159	LOST IV, TIF	Mid-term. TBD
Faith Lane	Construct sidewalk on Faith Ln. from E. Johnson Ave to Klinger St.	$56,564	LOST IV, TIF	Mid-term. TBD
Ferry Pass Elementary School	Construct sidewalk on the North and East sides of Ferry Pass Elem. School to include Berg St, Beal St, and Fairburn St	$119,623	LOST IV, TIF	Mid-term. TBD
Kipling Street	Construct sidewalk on Kipling St. from E. Johnson Ave. to E. Olive Rd.	$263,753	LOST IV, TIF	Mid-term. TBD
Klinger Street	Construct sidewalk on Klinger St. from N. Davis Hwy. to Binkley St.	$119,047	LOST IV, TIF	Mid-term. TBD
Lawton Street	Construct sidewalk on Lawton St. from Pandora Place to E. Johnson Ave.	$490,917	LOST IV, TIF	Mid-term. TBD
Lilac Lane	Construct sidewalk on Lilac Ln. from Blackwood Ln to Atwood Dr.	$127,502	LOST IV, TIF	Mid-term. TBD

Hilburn Road	Construct sidewalk on Hilburn Rd. from E. Olive Rd. to south Hilburn Rd.	$187,000	LOST IV, TIF	Mid-term. TBD
Whitmire Drive	Construct sidewalk on Whitmire Dr. from E. Olive Road to the end of Atwood Dr.	$195,719	LOST IV, TIF	Mid-term. TBD
Additional sidewalks to be identified in a Atwood pedestrian study	The County will perform a pedestrian study to identify additional sidewalks needs.	TBD	TBD	Long-range. TBD
Street Corridor Beautification				
Gateway signage and beautification	On N. Davis Highway at I-10.	$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On N. Davis Highway at E. Johnson Avenue.	$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On N. Davis Highway at E. University Parkway.	$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Olive Road at Hilburn Rd.	$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Olive Road at Caminitti Ln.	$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Johnson Ave. at Caminitti Ln.	$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Johnson Ave. at Lawton St.	$25,000	TIF, CDBG	Mid-term. TBD
Street Lights				
New streetlights to be identified by Gulf Power	Encompasses the Atwood District.	$200,000	CDBG, SN, TIF	Short-term. 2016-2018
Utility Expense	Monthly electric costs to power the new streetlights.	$30,000	SN, TIF	Recurring annual expense
Traffic light on E. Olive Rd & Binkley St	The County will perform a study.	TBD	TBD	TBD
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
Sewer				
Atwood East Sewer Expansion Area	Sewer project will serve 290 new customers.	$3,050,000	ECUA,LOST, TIF	Long-range. TBD
Whitmire Expansion Area	Sewer project will serve 75 new customers.	$1,600,000	ECUA,LOST, TIF	Long-range. TBD

TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM

List of Acronyms:

CDBG Community Development Block Grant
LOST Local Option Sales Tax
LOGT Local option Gas Tax
EPA Environmental Protection Agency
TIF Tax Increment Financing
SHIP State Housing Initiatives Partnership
TBD To Be Determined
FDOT Florida Department of Transportation
SN Safe Neighborhoods

CHAPTER 5: IMPLEMENTATION STRATEGIES

IMPLEMENTATION STRATEGIES

The success of the Atwood Redevelopment Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, neighborhood associations, business and property owners, and residents. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that have been developed for Atwood.

Implementation Functions

The implementation process can be divided into two major dimensions:

- Functional areas related to non-financing as well as financing considerations; and
- Responsible groups or agencies charged with addressing the functional areas.

Financial and non-financial considerations are equally important to the effective implementation of the Atwood Redevelopment Plan. Non-financing considerations deal with developing an organizational framework to define the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but not to be focused on until organizational elements are put into effect.

1. Non-Financing Functions

Non-financing functions fall into six general categories:

Site Assembly

The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In Atwood, the primary opportunity for economic growth lies in the redevelopment of the substandard parcels located along the area's commercial corridors and the development of the proposed primary gateways which are located in areas where site assembly is advised.

Capital Improvements

Escambia County employs dedicated funding sources such as the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. With the creation of a redevelopment district for Atwood, tax increment financing will soon be available for use.

Standards and Controls

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high-quality design for the community improves aesthetic character and raises the market value of the neighborhood.

Physical Development

This concerns the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with a comprehensive redevelopment plan.

Development Incentives

To further stimulate private investment, Escambia County can provide development incentives through various means such as the following: commercial façade, landscape, signage, and property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites; flexibility in the application of use restrictions and increasing intensity of site use; flexible parking regulations; grants or low interest loans for life safety improvements; and joint business support ventures such as district business identification signage or centralized marketing strategies.

Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation

CRA will continue to partner with the County's Environmental Code Enforcement Division and Safe Neighborhood Program to help reduce blight within the designated areas. Code Enforcement will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The CRA will support and fund the initiatives of Keep Pensacola Beautiful, neighborhood clean ups, demolition and lot abatements, monitoring sites, and supporting minimum housing standards codes.

Property Acquisition

The CRA is authorized under F.S. 163, Part 3 to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. All real property acquired by the CRA in the Redevelopment District shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act. This plan will support the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

Seasonal Lawn Maintenance

CRA will continue to support the Seasonal Lawn Maintenance Program to remove blight and control litter along selected corridors and residential roadways by mowing and weed-eating during the high seasonal summer/fall growth periods.

2. Financing

Grants

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as Community Development Block Grants (CDBG) and Section 108 grants are available, although the extent of their uses is diminishing as the volume of the grant decreases. They have the advantage of directly mitigating development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, and HOME Program. All of these programs should be leveraged as much as possible.

Tax Increment Funds

Tax increment funds are the increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities in a designated CRA district. Because this is a commonly relied-upon source of funding for redevelopment, it is addressed in more detail in Appendix C.

Redevelopment Bonds

Redevelopment bonds are issued by the Redevelopment Agency and approved by the County to finance renovation of specific projects, but are not guaranteed by the general revenues of the County. Anticipated TIF revenue may be pledged as the collateral for these bonds.

Private Investment

A general rule for successful revitalization is that private investment usually must exceed public funding by a factor of three to four. Private investment, therefore, is the single most important source of redevelopment funding. Such funding takes the form of equity investment and conventional real estate loans.

Project Equity Position

When a community redevelopment agency takes an equity position in a project, the agency contributes cash or land to the project with a return in the form of profit-sharing. This manner of participation can reduce developer costs.

Leasing

County-owned land, buildings, and equipment can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of the same. The County would then receive lease payments deductible from the developer's income tax. Such leases may also include a purchase option.

Joint Ventures

In real estate syndication ventures, the community redevelopment agency can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service. Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

Mortgage Write-Downs

Mortgage write-downs (funded through the Escambia County Neighborhood Enterprise Division) are mechanisms typically used to encourage residential development and home ownership in the Redevelopment District. Funds from the agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period of time to guarantee against misuse of the funds.

County support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively effect change in the Atwood neighborhoods. Developers and entrepreneurs will be key contributors to the success of this project. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort.

Faith-based Institutions

Atwood Redevelopment District churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County should work closely with faith-based organizations to develop community development programs that capitalize on their strengths and outreach capacity. Participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting daycare centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

Private Sector

Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community. Local banks may provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities. Additionally, Escambia County should connect with companies dedicated to investing in local communities. A number of companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development. Similar companies may exist in Escambia County.

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the community's overall vision for the Redevelopment District's future growth is a recommended start. Ensuring that property owners are familiar with the brownfield development procedures and financial incentives available for brownfield redevelopment would also help significantly.

Planning and Development Strategies

Escambia County Community Redevelopment Agency staff should be responsible for the execution of this redevelopment plan, and the following are recommendations towards such implementation:

- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the County's community development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.
- Support residential renovation and rehabilitation programs through the use of grant funding such as SHIP, CDBG, HOME, and TIF.
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with the City of Pensacola to coordinate joint improvement projects planned for the Atwood Redevelopment District.

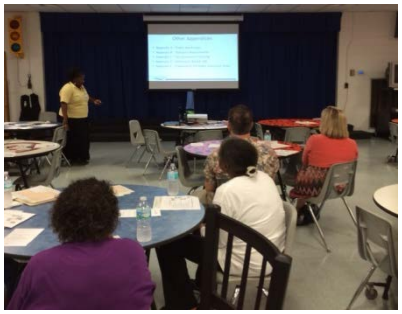
Housing Rehabilitation and Commercial Reinvestment Financing

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities to help spur economic development. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

APPENDIX A: PUBLIC WORKSHOPS

Atwood residents and business owners were invited to participate in a series of public workshop at Ferry Pass Elementary School located at 8310 North Davis Highway. Dates and themes of the workshops were:

- **January 26, 2016** **Kick-off meeting, identify issues**
- **February 16, 2016** **Prioritize Atwood's needs**
- **March 29, 2016** **Review results, learn about the draft plan**
- **April 26, 2016** **Final meeting: Presentation of the draft final plan**





CITIZENS ATTENDING THE ENVISION ATWOOD WORKSHOPS. CRA STAFF

Citizens were encouraged to contribute their ideas to the redevelopment of the Atwood Redevelopment District. The results of their input are summarized below and were integrated into the concept plan development.

At the January 26th and February 16th workshops the following strengths, weaknesses, issues and opportunities regarding Atwood were identified by the participants:

Strengths

- Citizens like their neighbors, there is community pride
- The community is conveniently located near major intersection and services
- Proximity to University of West Florida, Navy Federal, and West Florida Hospital
- Affordable
- Family legacy, grew up here
-Established Neighborhood watch
- Feel safe here

Weaknesses

- Abandoned houses, trash, overgrowth
- No communication or newsletter
- No community center or parks
- Needs sidewalks, sewer, street lighting
- No place for community to meet
- Housing/rentals in poor condition
- Homeless congregating in area
- Atwood does not have a post office
- Many areas need sewer system

Issues

- Crime/robbery/drugs
- Lack of information for citizens
- Lacking community outreach/resources
- Stray animals in the neighborhood
- Lack of sidewalks & lighting
- Need a light on E. Olive Rd & Binkley St
- People loitering on vacant properties
- No outdoor recreation facility or walking trail
-Mosquito control
-Drainage Issues on Forsyth St & Sabra Drive

Opportunities

- Room for development and infill
- Add a Community center and park
- Information sharing through community website and social media
- Add a walking trail
- Volunteering to help neighbors
- Increase participation in the Neighborhood watch/association
-Sidewalks throughout the District

The February 16th Envision Atwood workshop built upon the community attributes identified above. Residents were tasked with identifying the short and long-term improvements they wanted include in the Atwood Redevelopment Plan. The following improvements were identified:

- Need a light on E. Olive Rd & Binkley St
- Clean up overgrown and vacant lots
- More police presence
- Streetlights and sidewalks on all major thoroughfares and side streets
- Expand sewer system throughout Atwood District
- Street lights throughout the District
- Add sidewalks throughout the District
- Extend Sidewalks down E. Olive Road
- Design retention ponds to double as public spaces and walking trail
- Develop Community Center on Klinger St
- Develop park at Klinger St and Faith Lane
- Need a Sherriff's Office substation
- Bike lanes on E Olive Rd and E. Johnson Ave
- Traffic merging issues/congestion on Davis Highway
- Trim trees hanging over in the roads
- Drainage Issues on Forsyth St & Sabra Drive

At the March 29th and April 26th workshops, citizens had the opportunity to review and comment on the draft plan.

APPENDIX B: STATUTORY REQUIREMENTS

This section addresses certain specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each subsection requirement from 163.360 and 163.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

163.360 – Community Redevelopment Plans

Section 163.360 (1), Determination of Slum or Blight By Resolution

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: Escambia County previously conducted a blight study which established conditions of blight in Atwood and designated the area as appropriate for community redevelopment.

Section 163.360 (2)(b), Completeness

This section requires that the Redevelopment Plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area, as well as zoning or planning changes, land uses, maximum densities, and building requirements.

Action: These issues are addressed in Chapters 2 and 3 of the Redevelopment Plan.

Section 163.360 (2)(c), Development of Affordable Housing

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action: The Redevelopment Plan anticipates the need to maintain and expand affordable housing in Atwood. The Escambia County Community Redevelopment Agency will coordinate with local housing developers to seek opportunities for the development of additional affordable housing.

Section 163.360 (4), Plan Preparation and Submittal Requirements

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action: Escambia County Community Redevelopment Agency staff prepared the Atwood Redevelopment Plan.

Section 163.360 (5), (6), (7)(a)(d), Plan Approval

163.360 (5). The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Redevelopment Plan as provided by statute. The Board of County Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

163.360 (6). The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in the area of operation of the Atwood Redevelopment District.

Action: A public hearing on the Atwood Redevelopment Plan will be held at a future date.

163.360 (7). Following the public hearing described above, Escambia County may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action: To minimize the relocation impact, the CRA will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action: The need for, and role of, private enterprise and investment to ensure the successful rehabilitation or redevelopment of the Atwood District is described throughout the Plan.

Section 163.360 (8)(a)(b), Land Acquisition

These sections of the statute establish requirements for the acquisition of vacant land for the purpose of developing residential and non-residential uses. The Redevelopment Plan supports future development of both residential and non-residential uses at various locations in the redevelopment area as described in Chapter 3. The Plan identifies strategies that will promote and facilitate public and private sector investment in vacant land acquisition for these purposes.

Chapter 163.362 - Contents of Community Redevelopment Plans

Every community redevelopment plan shall:

Chapter 163.362(1) Legal Description

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action: A legal description of the boundaries of the redevelopment area and the reasons for establishing the boundaries is contained in Escambia County Board of County Commissioner Resolution R2015-64 and the Finding of Necessity Report, which are attached and incorporated herein by reference.

Chapter 163.362(2) Show By Diagram and General Terms:

(a) Approximate amount of open space and the street layout.

Action: This task is achieved in the Redevelopment Plan in Chapter 2.

(b) Limitations on the type, size, height, number and proposed use of buildings.

Action: These are described in general terms in Chapter 2 however, it is expected that the County's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations.

(c) The approximate number of dwelling units.

Action: Based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Atwood, it can be reasonably expected that new investment in housing will occur over time. Future developments of moderate to high density residential projects are encouraged in other areas of the redevelopment district, as well as new investment in single family infill. Currently, there are approximately 777 houses in Atwood and the residential density expected to increase.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.

Action: Proposed future uses and activities of this nature are described in Chapter 2.

Chapter 163.362(3) Neighborhood Impact Element

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

The Atwood Redevelopment District contains a significant number of dwelling units which may be considered low to moderate-income units. The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Atwood Redevelopment Plan will contribute significantly in improving the quality of life for Atwood residents. Potential impacts are summarized below for each category required by statute: relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Relocation

The Redevelopment Plan as proposed supports the preservation of existing residential areas and does not require the relocation of any of the low or moderate income residents of the redevelopment area. To minimize the relocation impact, the Community Redevelopment Agency will provide support services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/ redeveloped buildings that will contain residential and commercial space.

Traffic Circulation

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Atwood Redevelopment District. The primary corridor improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

Environmental Quality

Escambia County Community Redevelopment Agency will work closely with developers to ensure anticipated new development does not negatively affect the drainage capacity of the area, and, when feasible, support on-site provision of stormwater retention facilities for new development. The development of vacant and/or underutilized sites within Atwood may result in minor increases in the amount of stormwater runoff which may contain pollutants. The Redevelopment Plan recommends pursuing environmental remediation in close cooperation with property owners to ensure that the pollutants are handled adequately prior to new development on identified brownfield sites.

The county will closely monitor the capacity of the existing and planned stormwater infrastructure to ensure sufficient capacity exists, and there are no negative impacts from development. In terms of vegetation and air quality, proposed streetscape improvements are anticipated to add vegetation to Atwood and preserve existing mature tree canopies.

No negative impact on the existing sanitary sewer is expected from implementation of the Redevelopment Plan, and expansion of said sewer may be required to spur redevelopment. If future deficiencies are projected, the county and the Redevelopment Agency will ensure that adequate capacity is available at the time of development.

Community Facilities and Services

The Redevelopment Plan presents strategies to create a number of town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Currently there are no open space/recreation facilities in the Atwood District however locations have been identified for a proposed community center and park. The Plan recognizes the importance of these facilities and supports development of these facilities.

Effect on School Population

The Redevelopment Plan does not anticipate significantly affecting Atwood's school population. Any increase in school population is expected to be absorbed by the existing schools in the area. The Redevelopment Plan recommends streetscape improvements and sidewalks connecting the area schools to improve pedestrian safety and walkability for students and parents who walk to school. The County and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board's plans for area schools are consistent with the Redevelopment Plan.

Physical and Social Quality

The Redevelopment Plan's recommendations to continue with improvements to the existing streetscape environment, to redevelop vacant land and former industrial sites, to establish urban design and architectural standards for new development, and to continue code enforcement will have a positive impact on Atwood's physical and visual character.

Implementation of the Redevelopment Plan will also improve community access to the social service network currently available to local residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

Chapter 163.362(5) (6) Safeguards and Retention of Control

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action: The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment district are carried out pursuant to the redevelopment plan:

The Atwood Redevelopment Plan is the guiding document for future development and redevelopment in and for the Atwood Redevelopment District. In order to assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this Plan, the Escambia County Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by Escambia County to permit development and redevelopment within its jurisdiction. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and County-authorized development review, permitting and approval processes. Per Florida Statute, Escambia County retains the vested authority and responsibility for:

- The power to grant final approval to Redevelopment Plans and modifications.
- The power to authorize issuance of revenue bonds as set forth in Section 163.385.
- The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), and the power to assume the responsibility to bear loss as provided in Section 163.370(3).

In accordance with Section 163.356(3)(c), by March 31 of each year the Redevelopment Agency shall file an Annual Report with Escambia County detailing the Agency's activities for the preceding fiscal year. The report shall include a complete financial statement describing assets, liabilities, income and operating expenses. At the time of filing, the Agency shall publish in a newspaper of general circulation a notice that the report has been filed with the County and is available for inspection during business hours in the office of the County Clerk and the Escambia County Community Redevelopment Agency.

The Community Redevelopment Agency shall maintain adequate records to provide for an annual audit, which shall be conducted by an independent auditor and will be included as part of the Escambia County Comprehensive Annual Financial Report for the preceding fiscal year. A copy of the Agency audit, as described in the CAFR will be forwarded to each taxing authority.

The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of the redevelopment plan.

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency provided that; if modified, changed, or amended after the lease or sale of property by the

Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. Where the proposed modification will substantially change the plan as previously approved by the governing body, the County Commission will similarly approve the modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

When considering modifications, changes, or amendments in the redevelopment plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Proposed minor changes in the Plan will be communicated by the agency responsible to the affected property owner(s).

Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action: As previously stated, to minimize the relocation impact, the Agency will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

Chapter 163.362(8) Element of Residential Use

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action: There are residential uses of various types and character, including, single-family, multi-family, rental units, owner-occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly with regard to developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base in Atwood is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment district will comprise components of the work force and the market, which will generate economic activity.

Chapter 163.362(9) Statement of Projected Costs

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action: Project costs and funding sources are described in Chapter 4 of the Redevelopment Plan.

Chapter 163.362(10) Duration of Plan

Provide a time certain for completing all redevelopment financed by increment revenues.

Action: The Atwood Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area through 2046.

APPENDIX C: TAX INCREMENT FINANCING

Tax increment financing (TIF) is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Because it is a frequently relied-upon tool for project financing, it is explored more fully here. This section presents a brief history of tax increment financing, types of expenses allowed, and TIF revenue projections that the Atwood Redevelopment District may generate in the next forty years.

History of Tax Increment Financing

TIF was originally developed over 50 years ago as a method to finance public improvements in distressed areas where redevelopment would not otherwise occur. TIF is separate from grants or government funds, and given reductions in federal funds available for local projects in recent years TIF has increasingly developed into a primary means to finance local redevelopment.

State law controls tax increment financing. Because of this control, tax increment financing takes on a number of different techniques and appearances throughout the country. In Florida, tax increment financing is authorized in the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act, as amended in 1977, provides for a combination of public and private redevelopment efforts and authorizes the use of tax increment financing. Under the Statutes, municipalities must go through a number of steps to establish a redevelopment area and implement a tax increment financing district for that area.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by allocating any increases in taxable assessed value to the area. The current assessed value of the district is set as the base and any increases (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments. The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 75 percent are deposited to the trust fund. The remaining 25 percent of the incremental growth is kept by the local government as a collection fee.

Type of Expenses Allowed

Funds from the redevelopment trust fund may be expended for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to:

- Establishment and operations: The implementation and administrative expenses of the community redevelopment agency.
- Planning and analysis: Development of necessary engineering, architectural, and financial plans.
- Financing: Issuance and repayment of debt for proposed capital improvements contained in the community redevelopment plan.
- Acquisition: The acquisition of real property.
- Preparation: Tasks related to site preparation, including the relocation of existing residents.

According to F.S. 163.370(2), TIF funds may not be used for the following purposes:

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,
- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have other-wise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

In addition, tax increment funds cannot be spent on capital projects contained in the local government's Capital Improvement Plan for the preceding three years.

APPENDIX D: RESOLUTION R2015-64

Escambia County
Clerk's Original

5/21/2015 5:31pm P.H.

2015-000522 BCC
May 21, 2015 Page 1

RESOLUTION R2015-64

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ATWOOD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 5/27/2015 Verified By:

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

Section 2. Definitions. The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Atwood Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

a) The Board of County Commissioners finds that the area referred to as the "Proposed Atwood Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 21st day of May, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/19/15

Attest:

PAM CHILDERS
Clerk of the Circuit Court
By _____
Deputy Clerk

(SEAL)

Date Executed
5/26/2015


Exhibit A
Proposed Atwood Redevelopment Area
2015-000522 BCC
May 21, 2015 Page 3
Legend
Atwood Redevelopment Area
Major Road
Water
ATWOOD DR
ATWOOD DR
ATWOOD DR

EXHIBIT "A"

Description
Atwood Community Redevelopment Area (CRA)
April 13, 2015

This description is intended solely for the purpose of identifying the Atwood Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies);thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8184 **10.**
BCC Regular Meeting
Meeting Date: 05/21/2015
Issue: Atwood Redevelopment Area
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution creating the Atwood Redevelopment Area.

Recommendation: That the Board adopt a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Atwood community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Atwood community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Atwood as a redevelopment area; and providing for an effective date.

BACKGROUND:

The Community Redevelopment Agency (CRA), a division of Community and Environment Department, was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Atwood community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached. A draft copy of the Resolution has been prepared for consideration and adoption. A copy of the map for the proposed area is attached.

On April 23, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing on Thursday, May 21, 2015, at 5:31 p.m.

On May 21, 2015, at 8:45 a.m., a CRA Meeting was convened to recommend to the Board to conduct a Public Hearing to adopt a Resolution designating Atwood Community as a redevelopment area.

BUDGETARY IMPACT:

5:31 p.m. P.H.

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:
Resolution has been reviewed and signed off as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:
There is no additional personnel needed to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:
Conduct a Public Hearing to adopt a Resolution for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:
The CRA staff will coordinate the process for the implementation of this program. CRA will ensure proper advertisement.

Attachments

Resolution-Atwood-May2015

5:31 p.m. P.H.

RESOLUTION R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ATWOOD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

Section 2. Definitions. The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Atwood Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

a) The Board of County Commissioners finds that the area referred to as the "Proposed Atwood Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.

5:31 p.m. P.H.

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal sufficiency.
By/Title:
Date: 5/11/15

BY: _____
Steven Barry, Chairman

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

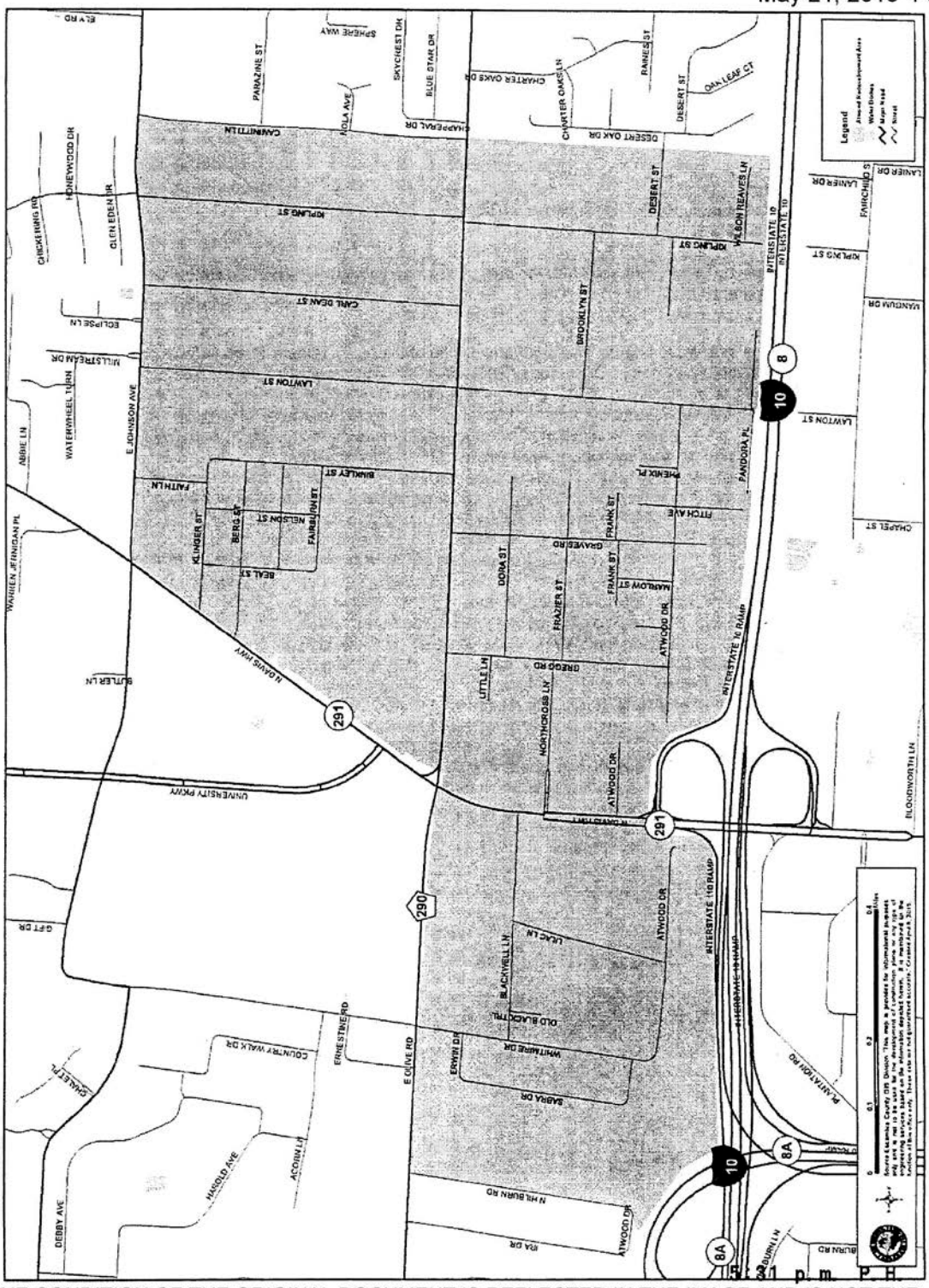
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5:31 p. m. P. H.

2015-000522 BCC
May 21, 2015 Page 9

Exhibit A

Proposed Atwood Redevelopment Area



THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

EXHIBIT "A"

Description
Atwood Community Redevelopment Area (CRA)
April 13, 2015

This description is intended solely for the purpose of identifying the Atwood Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies);thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

5:31 p.m. P.H.

Findings of Necessity
Proposed Atwood Redevelopment Area

Introduction

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Atwood Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of blight as described in Florida Statute 163.340(8) (a) and (b).

Findings

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:



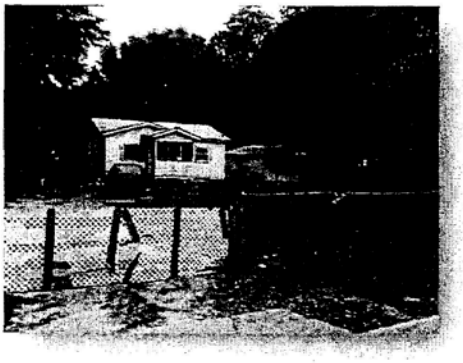
The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted, there is a predominance of deteriorated or dilapidated housing in the proposed area. One of the more apparent elements of blight is the deterioration of buildings. A significant number of deteriorating or dilapidated buildings in an area are an indication of a lack of private investment in maintaining the

5:31 p. m. P. H.

integrity and value of existing development or in redevelopment. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 99% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. Many of the homes were constructed prior to 1976. The age and conditions of the structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.





Economic disuse can be defined in many ways based on perspective. From the private sector, economic disuse is defined through the vacancy of land and buildings and through the highest and best land use determined by market conditions. Based on the windshield survey, approximately 25% of the commercial parcels that have redevelopment potential are vacant land and/or building. Which means the property values and the tax base can be benchmarks for determining economic disuse from the public perspective.

Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. There are nearly 25% of the commercial parcels that have redevelopment potential with vacant land or building. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of

slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.

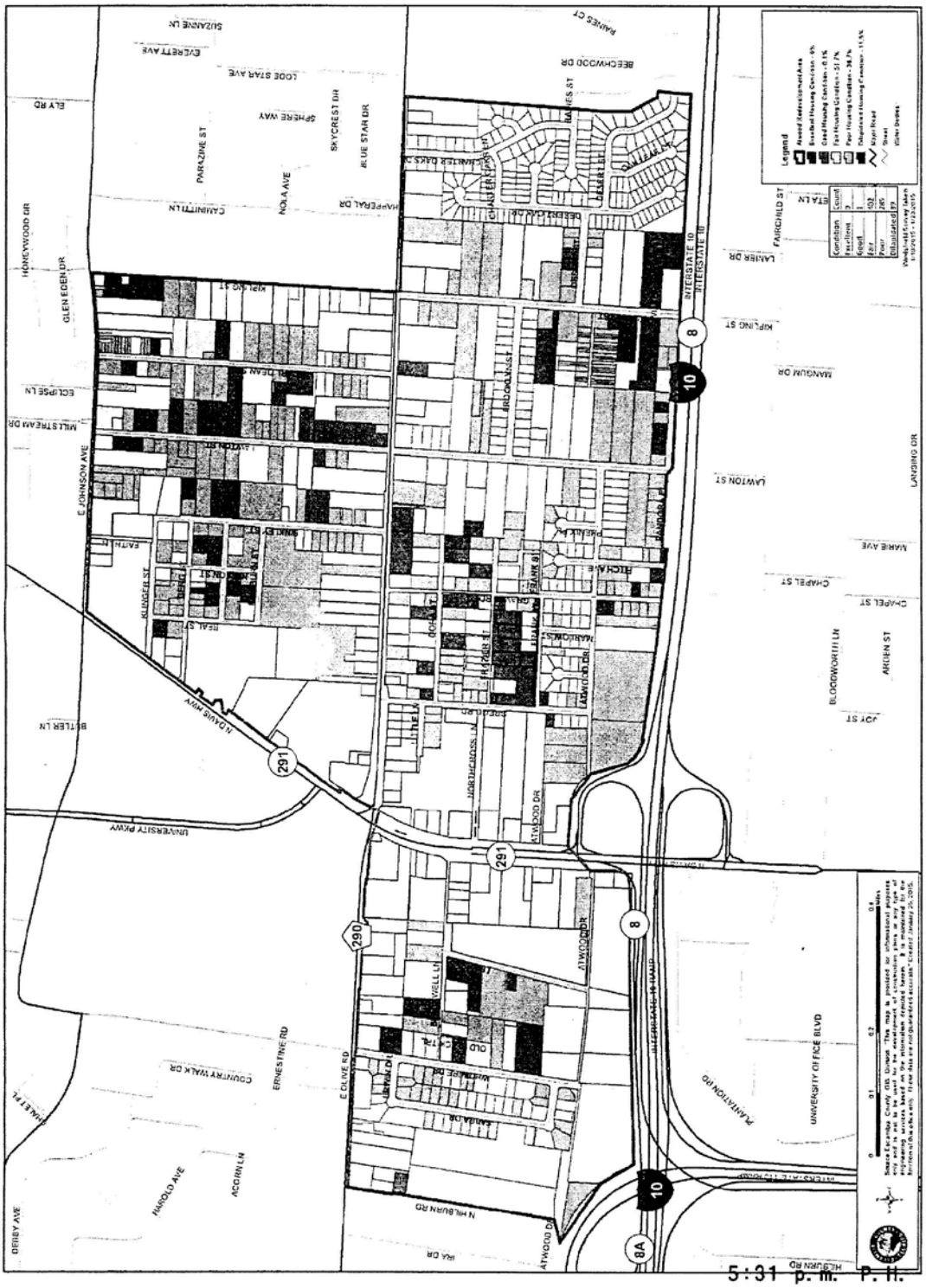


Vacant Commercial Buildings



5:31 p. m. P. H.

Atwood Redevelopment Area: Housing Conditions

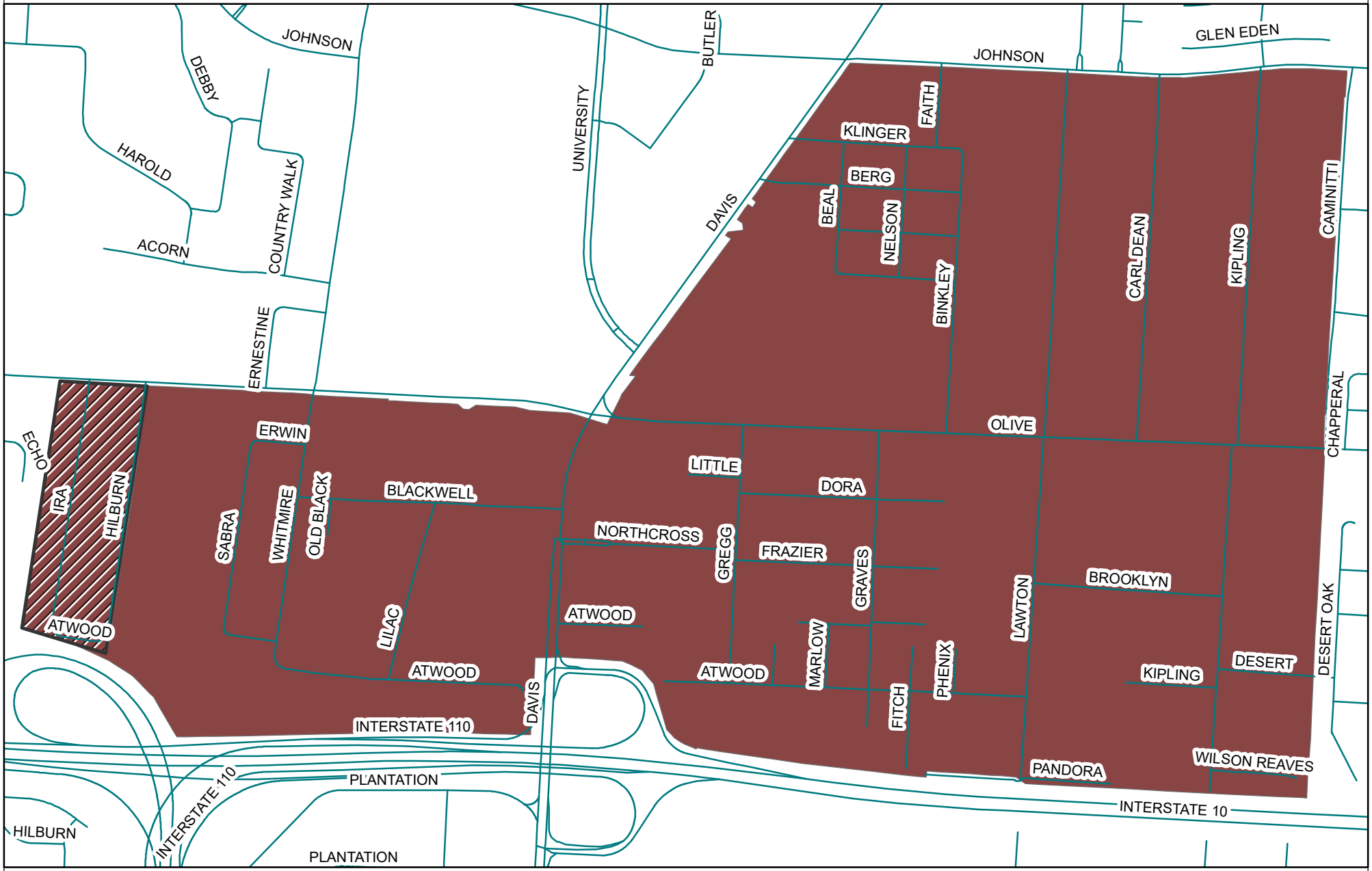


5:31 p.m. P. 11.

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ATWOOD REDEVELOPMENT DISTRICT 2018 PROPOSED EXPANSION (EXHIBIT B)



MINUTES OF THE ESCAMBIA COUNTY PLANNING BOARD
July 10, 2018

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(11:32 A.M. - 11:59 A.M.)
(12:01 P.M. - 12:05 P.M.)
(12:07 P.M. - 12:47 P.M.)

Present: Reid Rushing
Wayne Briske, Chairman
Timothy Pyle
Alan Gray
Eric Fears

Absent: Jay Ingwell
Patty Hightower
William Clay
Stephen Opalenik

Staff Present: Allyson Cain, Urban Planner, Planning & Zoning
Andrew Holmer, Division Manager, Planning & Zoning
Griffin Vickery, Urban Planner, Planning & Zoning
Horace Jones, Director, Development Services
John Fisher, Senior Urban Planner, Planning & Zoning
Juan Lemos, Senior Planner, Planning & Zoning
Kayla Meador, Administrative Assistant
Meredith Crawford, Assistant County Attorney

1. Call to Order.

2. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to approve the proof of publication and to waive the reading of the legal advertisement.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)
William Clay (ABSENT)

3. Approval of Minutes.

A. A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the June 6, 2018 Planning Board Meeting.

B. Planning Board Monthly Action Follow-up Report for June 2018.

C. Planning Board 6-Month Outlook for July 2018.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to approve the Rezoning Planning Board meeting minutes from June 6, 2018.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

4. Acceptance of Planning Board Meeting Packet.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to accept the Regular Planning Board meeting packet for July 10, 2018.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

5. Public Hearings.

A. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 to Provide for an Amendment to the 2030 Future Land Use Map

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel, requesting to change the existing FLUM designation from Agricultural (AG) to Rural Community (RC).

Motion by Eric Fears, Seconded by Alan Gray

Motion was made to continue LSA-2018-01 to next month.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

B. A Public Hearing Concerning the Review of Atwood Redevelopment Area Plan as to boundaries only and Recommend Determination of Conformance With the Comprehensive Plan

That the Planning Board review and recommend to the Board of County Commissioners (BCC) adoption of the Atwood Redevelopment Area Plan as to boundaries only and determine that the plan is in conformance with the local Comprehensive Plan.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to recommend approval.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

C. A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Shipping Containers

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an Ordinance amending the Land Development Code (LDC) Chapter 4 to allow alternative uses of standard industrial shipping containers.

Motion by Alan Gray, Seconded by Reid Rushing

Motion was made to accept changes and recommend approval to the BCC.

Vote: 3 - 1 Approved

Voted No: Eric Fears
Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

6. Action/Discussion/Info Items.

A. Lot Width Solution Discussion.

Board Members discussed and directed Staff to bring back next month in ordinance form.

7. Public Forum.

Jacqueline Rogers, Theresa Blackwell, and Larry Downs, Jr. spoke.

8. Director's Review.

9. County Attorney's Report.

10. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Tuesday, August 7, 2018 at 8:30 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

11. Announcements/Communications.

12. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14793 **Public Hearings 11.**

BCC Regular Meeting

Meeting Date: 09/20/2018

Issue: 5:32 p.m. Public Hearing to Amend an Ordinance Relating to the Atwood Redevelopment Trust Fund

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of amending an Ordinance relating to the Atwood Redevelopment Trust Fund.

Recommendation: That the Board take the following action concerning amending an Ordinance relating to the Atwood Redevelopment Trust Fund:

A. Adopt an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with Resolution R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date; and

B. Authorize the Chairman to execute the Ordinance.

BACKGROUND:

On September 20, 2018, at 9:00 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing at 5:32 p.m., for consideration to amend an Ordinance relating to the Atwood Redevelopment Trust Fund. A copy of the Ordinance and map of the expanded boundaries are attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Atwood TIF, Fund 151, Cost Center 370120.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristan Hual, Assistant County Attorney, has reviewed the Ordinance as to form and legal sufficiency.

PERSONNEL:

No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to amend an Ordinance relating to the Atwood Redevelopment Trust Fund is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Ordinance, CRA staff, in coordination with other County Departments, Chris Jones Property Appraiser, and Atwood neighborhood group, will process the necessary documents for the Atwood Trust Fund which will include the expanded area.

Attachments

Atwood ORD_August2018

Atwood Map_Sept2018

ORDINANCE NUMBER 2018-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 46, ARTICLE VI, SECTION 46-292(b) OF THE ESCAMBIA CODE OF ORDINANCES RELATING TO THE ATWOOD REDEVELOPMENT TRUST FUND; PROVIDING FOR AMENDED LEGISLATIVE FINDINGS TO EXPAND THE BOUNDARIES OF THE AREA CONSISTENT WITH RESOLUTION R2018-44; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 7, 1995, the Board of County Commissioners adopted a Resolution in which the Board determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

WHEREAS, on March 7, 1995, the Board of County Commissioners adopted Ordinance Number 96-06, which declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by law; and

WHEREAS, on May 21, 2015, the Board of County Commissioners adopted the Atwood Resolution of Findings (R2015-64) of slum and blight and a shortage of affordable housing for low and moderate income households in the Atwood community; and

WHEREAS, on October 20, 2016, the Board of County Commissioners adopted the Atwood Redevelopment Plan, which included a plan for community redevelopment projects to be conducted by the Agency and the boundaries of the area to be targeted for such projects; and

WHEREAS, on October 20, 2016, the Board of County Commissioners also adopted Ordinance Number 2016-38 establishing the Atwood Redevelopment Trust Fund, which included a legal description of the subject area; and

WHEREAS, on May 17, 2018, the Board of County Commissioners adopted Resolution R2018-44 amending the Atwood Redevelopment Area Plan as to boundaries only; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the citizens of Escambia County, Florida that the boundaries of the Atwood Redevelopment Area as provided in the Atwood Redevelopment Trust Fund Ordinance (now codified as Sec. 46-292) should be amended consistent with Resolution R2018-44 to include the 2018 Atwood Redevelopment Expansion Area.

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

Section 1. Chapter 46, Article VI, Section 46--292(b) of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

(b) *Legislative Findings.*

(1) On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "board")

adopted resolutions by which it found and declared: i) that five blighted areas existed in Escambia County; ii) that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas was necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; iii) that said blighted areas were appropriate for community redevelopment projects; and iv) that there existed the need for a community redevelopment agency to function in Escambia County to carry out the community redevelopment purposes pursuant to F.S. ch. 163, pt. III, "The Community Redevelopment Act of 1969" (hereinafter called "the Act"), as amended. These resolutions designated the blighted areas as community redevelopment areas.

(2) On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.

(3) On October 20, 2016, the Board further adopted the Atwood Redevelopment Plan which, among other things, adopted a plan, subject to modification from time to time as appropriate, for community redevelopment projects conducted by the Community Redevelopment Agency. On May 17, 2018, the Board adopted Resolution R2018-44 amending the Atwood Redevelopment Area Plan as to boundaries only. ~~The Board finds that the findings, declarations, and actions set forth in Resolution R2016-64 and Ordinance 2016-38 are supported by competent substantial evidence, and that said findings, declarations, and actions are valid as it relates to the purpose of this section.~~ The boundaries of the area, as amended, are described as follows:

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies); thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said

West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

TOGETHER WITH

Begin at the Southwest corner of Lot 7 of a Subdivision of Section 20, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Deed Book "P" at Page 375 of the Public Records of said County; thence North along the West line of said Lot 7 to the intersection of said West line of Lot 7 and the South right-of-way line of West Olive Road (66' R/W); thence Easterly along said South right-of-way line to the intersection of the South right-of-way of West Olive Road (66' R/W) and the East right-of-way line of Hilburn Road (R/W Varies); thence Southerly along said Easterly right-of-way line of Hilburn Road (R/W Varies) to the intersection of said Easterly right-of-way line and the South line of Section 20, Township 1 South, Range 30 West, Escambia County, Florida; thence proceed Southerly along an extension of said East right-of-way line of Hilburn Road to the intersection of the Southerly right-of-way line of a 33 foot wide parcel of property conveyed for right-of-way and drainage as described in Deed Book 558, Page 198 of said Public Records; thence proceed Westerly along said South right-of-way line to a point on the Northerly right-of-way line of Interstate 10 and Interstate 110 Interchange right-of-way and the most Westerly point as described in O.R. book 3598, Page 855 of said Public Records, said point being on the arc of a curve concave to the Southwest, having a radius of 1,103.24 feet; thence proceed Westerly along the arc of said curve to the intersection of the South right-of-way line as described in Deed Book 558, Page 198 and the North line of that described in O.R. Book 6385, Page 1600; thence proceed Westerly along said South right-of-way line to a point lying 33 feet South, more or less, of the Southwest corner of the aforementioned Lot 7 of a Subdivision of Section 20, Township 1 South, Range 30 West, Escambia County, Florida; thence proceed Northerly 33 feet, more or less, to the Southwest corner of said Lot 7 and the Point of Beginning.

Lying in and being a portion of Sections 19, 20, Township 1 South, Range 30 west, Escambia County, Florida. Containing 25.9 acres more or less.

(4) In addition, the Board makes the following findings:

a.The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2015-64 and Ordinance 2016-38 are supported by competent and substantial evidence and that said findings determinations, declarations, and actions are valid as it relates to the purpose of this Ordinance.

b.The Atwood Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Atwood Redevelopment District is a blighted area within this meaning of this Ordinance.

c. Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Atwood Redevelopment

District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by §163.346, Florida Statutes, as amended.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board that the provisions of this ordinance shall become and be made a part of the Escambia County Code of Ordinances and that such sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

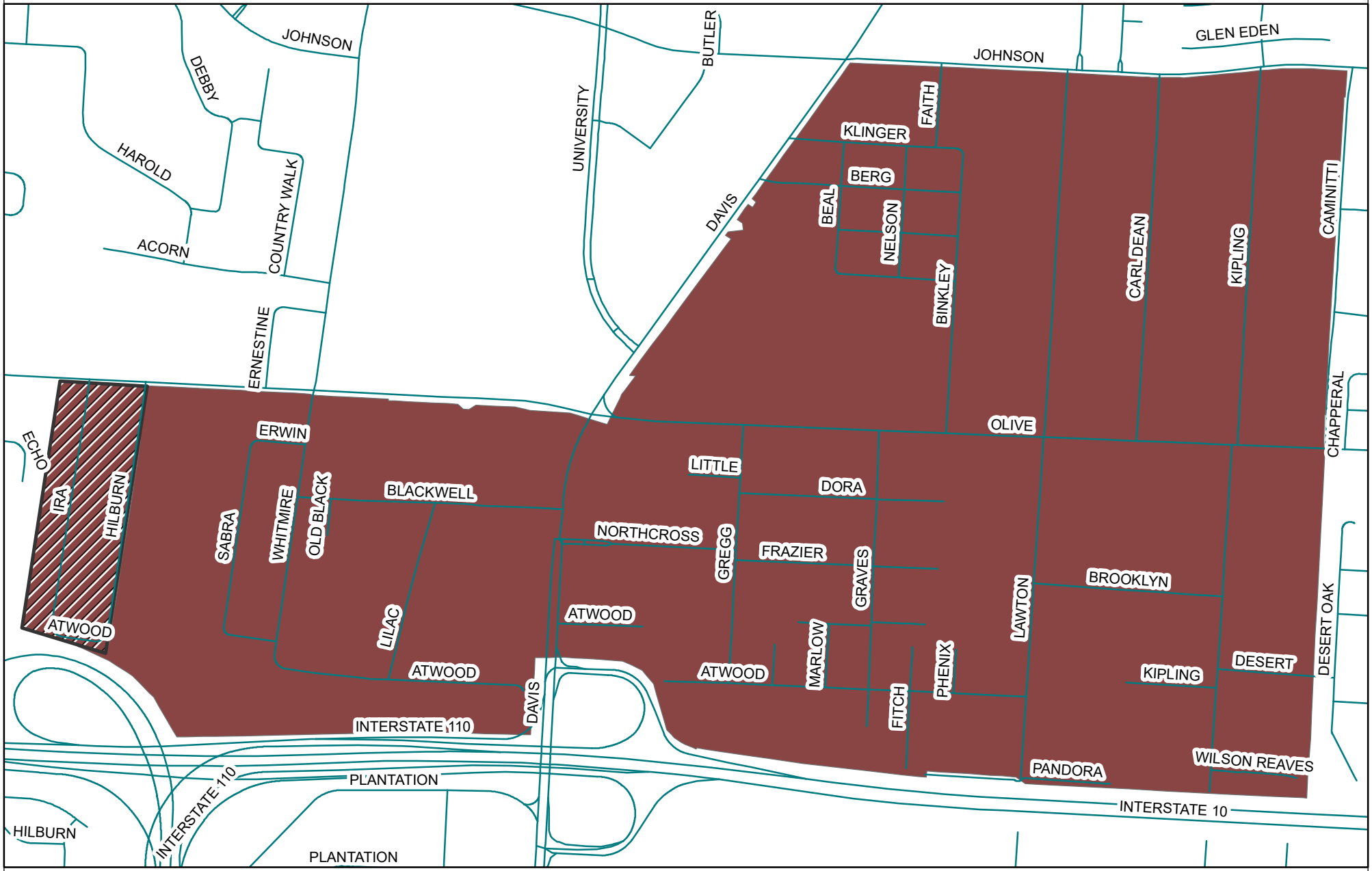
(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/3/18

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

ATWOOD REDEVELOPMENT DISTRICT 2018 PROPOSED EXPANSION (EXHIBIT B)



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-14890 **12.**
BCC Regular Meeting
Meeting Date: 09/20/2018
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 September 13, 2018, C/W Workshop:

A. Immediately begin negotiations with Navy Federal Credit Union (NFCU) to sell the northeastern most 100 acres of the OLF8 property to NFCU at market price, subject to NFCU's commitment of a mutually agreed upon number of jobs to be added to the NFCU campus (C/W Item #3); and

B. Move forward with the recommended plan of seven access points at the jail site and prepare the issue agreement based on the number permitted by the Florida Department of Transportation (C/W Item #5).

Attachments

No file(s) attached.

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-14822 **Clerk & Comptroller's Report 13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 09/20/2018
Issue: Write-Off of Return Checks and Account Receivables
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-Off of Return Checks and Accounts Receivables

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the write-off of $865.47 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

Attachments

Write-off for August 2018

RESOLUTION R2018-

WHEREAS, certain returned checks and other receivables totaling **$865.47** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list and all returned checks which meet the qualifications per State Statute §68.065 have been transferred to the State Attorney's Worthless Check Division.

NOW THEREFORE, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

BE IT FURTHER RESOLVED, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh
Chairman of the Board

ATTEST:

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:

ATTACHMENT "A"

INTER-OFFICE MEMORANDUM

TO: Honorable Pam Childers
Clerk of the Circuit Court

FROM: Lorraine Hudson
Manager, Treasury/Payroll

DATE: September 5, 2018

SUBJECT: Returned Checks and Receivables Write-Off
Ended 08/31/2018

The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to June 1, 2018) and uncollectible receivables at August 31, 2018. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

Name	Date of Return	Fund		Amount
Tracy L Cox	03/27/2018	113	$	34.30
Labelle Performing Arts	May 2018	104	$	110.00
Shane Miller	10/17&11/17	104	$	600.00
Beau Hinki	12/12/2017	352	$	96.17
Allyn Pophin	12/06/2017	406	$	25.00
Total			**$**	**865.47**

Grand Total	**$**	**865.47**

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-14885 **Clerk & Comptroller's Report 13. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 09/20/2018
Issue: Document Provided for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the Oath of Office for Escambia County Health Facilities Authority Board Member Eugene Franklin, who was reappointed to a new four-year term by the Board of County Commissioners on August 16, 2018.

Attachments

Oath of Office for Eugene Franklin

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

Mailing Address:
P.O. Box 2667
Pensacola, FL 32513-2667

(850) 432-7555
(850) 433-8845 fax

OATH OF OFFICE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

Eugene Franklin

The foregoing was acknowledged before me on this 28th day of August, 2018 by Eugene Franklin who is personally known to me and who did take an oath.

PAULA G DRUMMOND
Commission # GG 104270
Expires September 6, 2021
Bonded Thru Budget Notary Services

Paula G. Drummond
My Commission Expires: 9/06/2021

* * * *

Florida Department of State
Division of Elections
Tallahassee, FL

Hon. Pam Childers
Clerk of Court for Escambia County, FL
Pensacola, FL

By my signature affixed hereto on this 28th day of August 2018, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing August 22, 2018 to August 21, 2022. The above is the oath taken by me.

Eugene Franklin
5553 Shadow Grove Blvd.
Pensacola, FL 32526

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the reappointment of Eugene Franklin to the Escambia County Health Facilities Authority, to serve a four-year term, effective August 22, 2018, through August 21, 2022, as requested by Paula G. Drummond, Executive Director & General Council, Escambia County Health Facilities Authority.

   A General Alert was posted on the County's website from July 6, 2018, to July 20, 2018, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Paula Drummond, on behalf of the Escambia County Health Facilities Authority, is the only response that was received. Ms. Drummond's letter and Mr. Franklin's Resume are provided for review.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

2. Recommendation: That the Board authorize the scheduling of a Public Hearing on September 6, 2018, at 5:31 p.m., to consider adoption of an Ordinance creating the Homeplace Lane Roadway Improvements Municipal Services Benefit Unit (MSBU).

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

AI-14841 **Clerk & Comptroller's Report 13. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 09/20/2018
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. Approve the Minutes of the Emergency Board Meeting held September 4, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 6, 2018;

C. Approve the Minutes of the Regular Board Meeting held September 6, 2018; and

D. Approve the Minutes of the First Budget Public Hearing regarding the Fiscal Year 2018/2019 County-wide Budget held September 10, 2018.

Attachments

20180904 Emergency Meeting Minutes
20180906 Regular BCC Meeting Minutes
20180910 First Budget PH Minutes
20180906 Agenda Work Session

MINUTES OF THE EMERGENCY MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

September 4, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Angela Crawley, Assistant to the County Administrator

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

1. Call to Order

   Chairman Bergosh called the Emergency Meeting of the Board of County Commissioners to order at 8:36 a.m.

2. Tropical Storm Gordon Update

   John Dosh, Emergency Management Manager, provided an update on Tropical Storm Gordon and the Board discussed preparations happening in the County.

3. First Budget Public Hearing

Motion: To hold the Budget Public Hearing, as scheduled	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
For Information: The Board recommended that staff, other than finance staff needed at the Public Hearing, focus on storm preparations rather than the Budget Public Hearing.	

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Emergency Meeting of the Board of County Commissioners adjourned at 8:46 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: September 20, 2018

MINUTES OF THE GARY SANSING PUBLIC FORUM AND REGULAR MEETING OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

SEPTEMBER 6, 2018

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

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: Lizabeth Carew

GARY SANSING PUBLIC FORUM

Chairman Bergosh called the Gary Sansing Public Forum to order at 4:33 p.m.

1. FOR INFORMATION: The Board heard comments from the following individuals concerning OLF8:

Bill Pearson
Theresa Blackwell
Jerry Geil
Jordan Conti
George Campbell
Lori Lukehart
Andrea Gornall
Tony Vance
John Kellas
Jacqueline Rogers
Dorrian Vance
Caleb Fortney
Sean Anderson

GARY SANSING PUBLIC FORUM – Continued

2. FOR INFORMATION: The Board heard comments from LaFanette Soles-Woods concerning the Rolling Hills landfill.

3. FOR INFORMATION: The Board heard comments from Joseph Bommarito concerning two nuisance abatement liens attached to properties located at 801 Colbert Avenue and 12366 Ailanthus Drive.

4. FOR INFORMATION: The Board heard comments from Jim Flaxlanger concerning the rezoning process.

5. FOR INFORMATION: The Board heard comments from Larry Downs, Jr., concerning County-owned property.

6. FOR INFORMATION: The Board heard comments from Nick Gradia concerning the County's wage study as it relates to Escambia County Fire Rescue and the overall sustainability of the department.

7. FOR INFORMATION: The Board heard comments from Michael Lowery concerning issues with ITL Solutions.

8. FOR INFORMATION: The Board heard comments from Melissa Pino concerning the Perdido Key Master Plan.

9. FOR INFORMATION: The Board heard comments from the Honorable Scott Lunsford, Escambia County Tax Collector, concerning Local Option Sales Tax funding for additional buildings.

6:02 P.M. – PUBLIC FORUM ADJOURNED
6:10 P.M. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

   Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 6:10 p.m.

2. Invocation

   Dr. Jeff Redlin, Campus Church Minister at Pensacola Christian College, delivered the Invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Underhill led the Pledge of Allegiance to the Flag.

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

Motion: To adopt the agenda, as amended	
Made by: Commissioner Robinson	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

5. Commissioners' Forum:

   A. District 2 – Alandria Corress Hudson commented on being selected as a national finalist to possibly receive $15,000 for her business storefront opening on 4412 West Jackson, and pressed upon everyone to remember the importance of minority and women-owned businesses;

   B. District 4 – Commissioner Robinson offered thoughts and prayers to the family of a child who passed away during Tropical Storm Gordon, congratulated Robert Bender on his victory in Primary Election, thanked all those who worked during Tropical Storm Gordon, and commented on the $2 million award from the Environmental Protection Agency for the Pensacola and Perdido Bays Estuary Program;

   C. District 5 – Commissioner Barry commented on the Bristol Park-Ashbury Hills Area Project;

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

5. Continued…

   D. District 1 – Commissioner Bergosh recognized County staff for their work during Tropical Storm Gordon and offered thoughts and prayers to the family of a child who passed away during Storm; and

   E. County Administrator Jack Brown introduced Rich Powell, the new Director of Corrections for Escambia County.

6. Recommendation: That the Board adopt the following Proclamations:

   A. The Proclamation commending and congratulating Anthony Quiles, a Maintenance Technician in the Parks and Recreation Department, on his selection as "Employee of the Month" for September 2018;

   B. The Proclamation proclaiming the week of September 9 - 15, 2018, as "National Patriotism Week" in Escambia County, and urging all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship with appropriate celebrations and observances;

   C. The Proclamation designating the Regency Park Dog Park as the "Lonnie G. Jones Dog Park" and commending and congratulating Mr. Lonnie G. Jones on his dedication to this park;

   D. The Proclamation proclaiming the month of September 2018 as "Childhood Cancer Awareness Month," and commending and thanking Rally Foundation and other community supporters for all they do to educate the public about childhood cancer; and

   E. The Proclamation proclaiming September 2018 as "Library Card Sign-Up Month" in Escambia County and calling upon all residents of this great County to join us in utilizing the West Florida Public Libraries.

Motion: To adopt A through E	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May absent	
Speaker(s): Cindi Bonner	
Audio:	

REGULAR BCC AGENDA – Continued

7. Written Communication:

A. August 2, 2018, communication from Rich Chism requesting lien relief for property located at 1008 North "Z" Street.

Recommendation: That the Board review and consider the lien relief request made by Rich Chism attached to property located at 1008 North "Z" 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 the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Chism represents Dixon School of Arts and Science. The property is currently owned by Allen and Brenda Janssen. Mr. Chism is requesting a partial release from Code Enforcement Special Magistrate liens/orders attached to other properties owned by Mr. and Ms. Janssen.

Motion: To drop Items A and B	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	
Audio:	

B. August 3, 2018, communication from Amanda Barnes requesting relief for the Community Development Block Grant Program Mortgage for property located at 33 Camelia Drive.

Motion: To drop Items A and B	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	
Audio:	

(Continued on Page 6)

REGULAR BCC AGENDA – Continued

7. Continued…

C. August 27, 2018, communication from Keith Wilkins regarding the proposed MRO Aviation Campus at Pensacola International Airport and the proposed funding that will be needed from Escambia County to support the project.

COMMISSIONER BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER MAY

Motion: To move forward with being a part of this Triumph request in the following ways, based on an Interlocal Agreement that will follow: [Fiscal] Year 2019-2020 – $3.2 million, Year 2020-2021 – $0, Year 2021-2022 – $2 million, Year 2022-2023 – $4.8 million	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Speaker(s): David Penzone	
Audio:	

COMMISSIONER MAY RELINQUISHED THE CHAIR TO COMMISSIONER BERGOSH

D. Quint and Rishy Studer's donation of a portion of land, approximately eight acres, located at 401 West Government Street, comprising of Escambia County Parcel ID No. 00-0S-0090-7001-003 (formerly known as the Escambia County Utilities Authority Main Street wasterwater treatment plant), to the Board of County Commissioners to construct a public facility, commonly referred to as a "field-house" type development, that could support indoor events and that is available to area residents and their families.

Motion: To "in the conceptual way, open up the dialogue with the Studers about this donation"	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Speaker(s): Gloria Horning	
Audio:	

REGULAR BCC AGENDA – Continued

8. 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*, as follows:

   A. The following five Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on August 24, 2018, for consideration of adopting an Ordinance creating the Homeplace Lane Roadway Improvements MSBU;

      (2) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 20, 2018, for consideration of adopting an Ordinance amending the Official Zoning Map;

      (3) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 20, 2018, to consider transmittal of LSA-2018-01 to DEO;

      (4) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 20, 2018, for consideration of adopting an Ordinance amending LDC Chapter 3, regarding structure setbacks and minimum lot widths; and

      (5) The 5:48 p.m. Public Hearing, advertised in the *Pensacola News Journal* on July 23, 2018, for consideration of Concerning the Review of an Ordinance Amending the Design Standards Manual; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 3-September 7, 2018,* as published in the *Pensacola News Journal* on September 1, 2018.

Motion: To move the waiving of the reading	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

REGULAR BCC AGENDA – Continued

9. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance [Number 2018-32] creating the Homeplace Lane Roadway Improvements Municipal Service Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

   A. Lots in the District are specially benefited since roadway improvements increase the market value of an individual lot, provide individual lot owners with an appropriate and adequate transportation route in the area, and increase the ability of owners to develop their land;

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

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

   D. The Board is not accepting ownership of any roads, streets, easements, or lots located within the District, and shall not maintain any such properties within the District during or after completion of improvements in the District.

Motion: To move the item	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): William Radcliffe	
Audio:	

CLERK OF COURTS & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court & Comptroller

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2018, as required by Ordinance Number 95-13; on July 31, 2018, the portfolio market value was $360,590,683 and portfolio earnings totaled $434,861 for the month; the short-term portfolio yield 1.65%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.97%; the long-term CORE portfolio achieved a yield of 2.67%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.71%.

Motion: To move the Clerk's Report	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2018 returns received in the month of July 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2018; total collections for the month of June 2018 returns was $1,704,415.40; this is a 15.20% increase over the June 2017 returns; total collections year to date are 6.40% more than the comparable timeframe in Fiscal Year 2017.

Motion: To move the Clerk's Report	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

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

   A. Closing documents for the sale of surplus property located at 901 Krasnosky Street, based on the Board's action of July 10, 2014, approving the sale of 19 parcels of real property that were escheated to the County; and

   B. The State of Florida Florida Fish and Wildlife Conservation Commission Amendment No. 1 to Agreement No. 15153, based on the Board's action of January 7, 2016, authorizing the Chairman to sign the Agreement and any subsequent documents related to the acceptance, execution, reporting, no-cost time extensions, and amendments to the Agreement, subject to Legal review and approval, without further action of the Board.

Motion: To move the Clerk's Report	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

   A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 9, 2018;

   B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 16, 2018; and

   C. Approve the Minutes of the Regular Board Meeting held August 16, 2018.

Motion: To move the Clerk's Report	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

GROWTH MANAGEMENT REPORT – Horace Jones, Director,
Development Services Department

I. PUBLIC HEARINGS

1. Recommendation: That the Board take the following action concerning the Rezoning Case heard by the Planning Board on August 7, 2018:

   A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-10, or remand the Case to the Planning Board; and

   B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning Case that was reviewed, as follows:

Case No.:	***Z-2018-10***
Address:	9600 Blk Rebel Road
Property Reference No.:	07-1S-31-1220-000-002
Property Size:	28.42 (+/-) acres
From:	LDR, Low Density Mixed-use district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Kerry Anne Shultz, Agent for Marian E. Hendrix, Trustee
Planning Board Recommendation:	Approval
Speakers:	Kerry Anne Shultz, Jason Rebol, Douglas Clifton, James Faxlanger, Fay Blue, Theresa Blackwell, Jackie Wilde, Teresa Oldaker

(Continued on Page 12)

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

1. Continued…

COMMISSIONER BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER MAY

Motion: To deny the rezoning **For Information:** Commissioner Bergosh confirmed County Attorney Rogers' understanding of his basis for denying the rezoning to be because (1) he agrees with the original staff finding that this is, in fact, spot-zoning; and (2) he finds that there is a higher public purpose for maintaining the status quo zoning because the rezoning would diminish the quality of life or reduce property values and confer a special benefit on the subject property to the detriment of the community as a whole	
Made by: Commissioner Bergosh	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): Kerry Anne Schultz, Jason Rebol, Douglas Clifton, Theresa Blackwell	
Disclosure(s): **(A)** Commissioner Underhill disclosed that he received a number of emails on this issue from Sally Kelley, Kayla Weeden, Theresa Blackwell, Michelle Stephens, which he did not read nor respond to because this is a quasi-judicial proceeding, and he did not make a site visit; **(B)** Commissioner Robinson disclosed that he received numerous emails, which he did not read nor respond to because this is quasi-judicial, and he did not make a site visit; **(C)** Commissioner Barry disclosed that he received numerous emails, which he did not read nor respond to, and he did not make a site visit; **(D)** Commissioner May disclosed that he has not seen any emails and he did not make a site visit; and **(E)** Commissioner Bergosh disclosed that he made multiple site visits and he was contacted by and spoke to Marilyn Clifton, Theresa Blackwell, Tony Vance, Jim Flaxlanger, Sally Kelley, Kayla Weeden, and Jim Spry	
Audio:	

COMMISSIONER MAY RELINQUISHED THE CHAIR TO COMMISSIONER BERGOSH

2. Recommendation: That the Board, at the 5:45 p.m. Public Hearing, adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Case [Z-2018-10] heard by the Planning Board on August 7, 2018, and approved during the previous agenda item; and to provide for severability, inclusion in the Code, and an effective date.

Disposition: No Action Taken
Speaker(s): None
Audio:

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

3. Recommendation: That the Board, at the 5:46 p.m. Public Hearing, review and [approve for] transmittal to the Department of Economic Opportunity, an Ordinance amending the Comprehensive Plan, Chapter 7, Policy FLU 1.1.1, 2030 FLU Map, for the specific parcel requesting to change the existing Future Land Use Map (FLUM) designation from Agricultural (AG) to Rural Community (RC).

Motion: To remand the item back to the Planning Board and direct staff to concurrently take to the Planning Board an amendment to the text of the Comp Plan, the FLU 3.1.5, to remove the language that Escambia County will not support the establishment of new rural communities	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Speaker(s): Buddy Page, Jacqueline Rogers, Jacob Gilmore, Cynthia Cole, LaDana Robinson, Tom Hammond, Theresa Blackwell	
Audio:	

4. Recommendation: That the Board cancel the 5:47 p.m. Public Hearing scheduled to review and adopt an Ordinance amending the Escambia County Land Development Code, Chapter 3, to explain structure setbacks on lots with multiple street frontage, define minimum lot widths on small radius rights-of-way, and establish a minimum lot width within the Heavy Commercial and Light Industrial (HC/LI) zoning district.

Motion: To "cancel the 5:47 and 5:48"	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Speaker(s): None	
Audio:	

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

5. Recommendation: That the Board cancel the 5:48 p.m. Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual, Chapter 1, Engineering, concerning stormwater ponds, stormwater management plans, roadway designs, removing density bonuses, and Escambia County Land Development Code, Chapter 6, Definitions, adding a definition for conveyance systems.

Motion: To "cancel the 5:47 and 5:48"	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Speaker(s): None	
Audio:	

II. ACTION ITEMS

1. Recommendation: That the Board review and approve a Hold Harmless Agreement with Jeffrey and Cheryl Chambers for construction of a seawall within Escambia County, Florida. The Agreement will serve to hold the County, its officers, and employees harmless from any damages to persons or property that may result from authorized construction.

   Pursuant to Section 119(4)(d)(2)(e), Florida Statutes, the applicant's address is confidential and has been redacted.

Motion: To approve [Action] Items 1 and 2	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

2. Recommendation: That the Board review and approve a Hold Harmless Agreement with Mario Williams for construction of a seawall at 2017 Crown Point Boulevard, Parcel I.D. # 15-2S-31-1100-025-001. The Agreement will serve to hold the County, its officers, and employees harmless from any damages to persons or property that may result from authorized construction.

Motion: To approve [Action] Items 1 and 2	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings for October 4, 2018:

   5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on September 4, 2018:

Case No.:	**Z-2018-09**
Address:	1900 Block Tate Road
Property Reference No.:	27-1N-31-0802-002-002
From:	LDR, Low Density Residential district (four du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Ronald Williams, Owner

Case No.:	**Z-2018-11**
Address:	Dogwood Place
Property Reference No.:	34-2S-30-0040-010-003
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	3
Requested by:	Gilbert Nelson, Owner

Case No.:	**Z-2018-13**
Address:	2335 Klinger Street
Property Reference No.:	18-1S-30-1201-005-005
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Robert Beasley, Agent for Crosby Holdings, LLC, Owner

(Continued on Page 16)

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA – Continued

1. Continued…

5:46 p.m. Public Hearing – Bridlewood Planned Unit Development

Summary: Rebol-Battle & Associates, Consulting Engineers, project agent and engineer, submitted a Master Plan and associated subdivision development plans for PUD approval. The proposed subdivision is located in Section 16, Township 1 South, Range 31 West and is currently mostly zoned LDR with a little portion of MDR. The site is located on the North side of Mobile Highway West of Klondike Road and East of Beulah Road. The project encompasses approximately 322.99 (+/-) acres total which also includes 221.82 acres of wetlands. The subject parcels are 16-1S-31-2000-513-005, 16-1S-31-2000-510-005, 16-1S-31-2000-600-005 and will include 388 lots.

5:47 p.m. Public Hearing – Lot Width Solution Ordinance

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

5:48 p.m. - A Public Hearing - DSM Ordinance

Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, Minor Subdivisions, stormwater management plans, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.

5:49 p.m. Public Hearing – Perdido Land Fill - Renewal of Concrete Recycling Facility Permit

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 13009 Beulah Road.

Motion: To drop the scheduling of all the Public Hearings, except for the 5:49	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve extending the 2018 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board hearings to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

2. Recommendation: 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 measurement when measured by a sound level meter at or within the property boundary of the receiving land use), for the fireworks display from offshore in front of Margaritaville Beach Hotel on Pensacola Beach, for the Mizura wedding reception on October 13, 2018, from 9:45 p.m. to 10:00 p.m.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

3. Recommendation: That the Board, subject to Legal review and sign-off, approve, and authorize the Chairman to sign, the Amendment between Escambia County, Florida, and Pensacola State College, to allow the Escambia County Animal Shelter Veterinary Clinic to be used as a clinical rotation site for veterinary technician students studying at Pensacola State College.

Motion: To move CAR I-3 in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Disclosures: Commissioner Robinson and Commissioner May disclosed that they are unpaid members of the Pensacola State College Foundation Board	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the 2018 Escambia County Transit Asset Management Plan, Performance Measures and Targets:

   A. Approve and adopt the 2018 Escambia County Transit Asset Management Plan, Performance Measures and Targets, prepared by the Mass Transit Department; and

   B. Direct the Mass Transit Director to provide copies to the FTA [Federal Transit Administrtation] and other appropriate agencies.

Escambia County Transit Performance Measures			
Asset Category	Performance Measures	Performance Targets	Comments
Rolling Stock All revenue vehicles	Age - % of revenue vehicles within a particular asset class that have met or exceed their Useful Life Benchmark.	Vans - reduce by 0% of current inventory.	Benchmarks have been set for each class of vehicle based on its current active inventory.
		Cutaway Buses - reduce by 0% of current inventory.	
		Body-on-Chassis - reduce by 0% of current inventory.	
		Full size buses - reduce by 3% of current inventory.	
Equipment Non-revenue vehicles	Age - % of service vehicles that have met or exceed their Useful Life Benchmark.	Overall reduction of the current inventory by 10%.	Equipment is defined as nonexpendable, tangible property, having a useful life of at least one year. Escambia County will inventory All Vehicles.
Facilities	Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirement Modal (TERM) Scale.	No more than 20% of FTA-funded facilities to have a rating of below 3.0 (Good) condition.	Escambia County will only rate FTA-funded facilities.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action regarding a Petition to Vacate Surfview Drive, Paradise Isle Subdivision:

   A. Authorize the scheduling of a Public Hearing for October 18, 2018, at 5:31 p.m., to consider the Petition to Vacate Surfview Drive (66-foot public right-of-way), Paradise Isle Subdivision, as petitioned by Ed Czmut, Paradise Isle Homeowners Association, Inc.; and

   B. Require the Petitioner to notify all property owners within a 500-foot radius.

   This vacation request is located in District 2.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

6. Recommendation: That the Board approve the two Request for Disposition of Property Forms for the Public Works Department, listing three items. The Request Forms have been signed by all applicable authorities.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board approve the Request for Disposition of Property Form for the Development Services Department for the property described on the Disposition Form, which has been found to be inoperable and of no further use, and is to be disposed of or sent for recycling, as it is unusable.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

8. Recommendation: That the Board approve the Disposition of Property Form for the Waste Services Department, for disposition of (1) Chem-Tainer Oil Tank, (1) Sharp Copier, Model ARM350N, and (1) Fluorescent Bulb Crusher.

   All property is described and listed on the Disposition Form, with reasons for disposition stated. Due to the condition of the listed items, they have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or appropriately recycled or disposed.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

9. Recommendation: That the Board approve the four Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve the two Request for Disposition of Property Forms for the Corrections Department, for property which is described and listed on the Disposition Forms. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

11. Recommendation: That the Board adopt the Resolution (R2018-96) designating William R. Powell as the Chief Correctional Officer of Escambia County, pursuant to Section 951.06, Florida Statutes, effective 12:01 a.m., Saturday, September 1, 2018, and ratify the Chairman's signature.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

12. Recommendation: That the Board approve, and authorize the electronic submission of, the Provider Agreement and Provider Disclosure Form, with the electronic signature of Michael D. Weaver, as a condition for Escambia County Board of County Commissioners/Escambia County EMS (Emergency Medical Services), to continue to participate as a Provider under the Alabama Medicaid Program, with the provision that any litigation concerning any part of the Agreement shall be conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

13. Recommendation: That the Board take the following action regarding the Medical Student Externship Affiliation Agreement between Escambia County and the Florida State University College of Medicine for the provision of allowing medical students to participate in health care educational activities utilizing the County's EMS facilities:

A. Approve the Medical Student Externship Affiliation Agreement with the Florida State University College of Medicine to allow medical students to receive clinical experience under the auspices of Escambia County Emergency Medical Services, commencing the effective date of the Agreement, for a period of one year, and will be automatically renewed for four successive one-year renewal terms; and

B. Authorize the Chairman to execute the Agreement.

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

14. Recommendation: That the Board take the following action concerning the 2018 Annual Update of the Escambia County Ten-Year Transit Development Plan:

A. Approve and adopt the 2018 Annual Update to the Escambia County Ten-Year Transit Development Plan (TDP), prepared by the Mass Transit Department, ensuring that Escambia County Area Transit (ECAT) services are eligible for State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT); and

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

14. Continued…

B. Direct the Mass Transit Director to provide copies to FDOT and other appropriate agencies.

Florida Statutes, Chapter 14-73, requires that grant program recipients prepare a planning, development, and operational guidance document based on a ten-year planning horizon. This TDP and annual updates are required to be adopted by a provider's governing body. The Annual Report must be forwarded to the regional FDOT office by September of each fiscal year. Eligibility to receive state public transit grants is limited to those providers whose TDP has been found to be in compliance with the rule. The Board approved and adopted the Ten-Year TDP on August 18, 2016. Any service changes recommended in the TDP must be approved by the Board prior to implementation.

[Funding: Adoption of the Report is required to ensure the eligibility of Escambia County to receive Federal and State transit funding. Escambia County is expecting to receive $918,096 in Block Grant funds for Fiscal Year 2019.]

Motion: To approve Consent Agenda Items 1 through 14 [with the exception of Item 3, which was held for a separate vote]	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

15. Recommendation: That the Board take the following action concerning the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc.:

A. Approve the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc., for use of a parcel of property at the north end of Jamesville Road on the closed Beulah Landfill; and

B. Authorize the Chairman to sign the Non-Exclusive License Agreement.

Motion: To move the Item, A and B	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board extend the Food Service Agreement between Sisters on the Rise, Inc., and Escambia County, for food service for the Emergency Operations Center, commencing October 26, 2018, per the terms and conditions of PD 16-17.042, Food Service for the Escambia County Emergency Operations Center, for a period of 12 months, in accordance with the terms and conditions of the Agreement.

[Funding: Fund 001, General Fund, and Fund 110, Other Grants Projects, Cost Centers 330402/330412/330413, Object Code 53101, Professional Services]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 19-CP-11-01-27-01-105-XXX:

   A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount up to $11,915, to update the Hazardous Materials Facility Analysis Data, for the period ending June 30, 2019; and

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

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

   Section (21) Mandated Conditions, subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

   [Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2018-97], which approves, and authorizes the County Administrator to sign, the Mobility Enhancement Grant Agreement with the Florida Commission for the Transportation Disadvantaged [Funding: 10% match of $5,000 is funded with gas tax revenues, and is included in the Mass Transit Budget].

   On March 15, 2018, in regular session, the Board approved the submittal of an application for the Mobility Enhancement Grant. Escambia County was awarded $50,000. This grant agreement is to accept the award of those funds.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

4. Recommendation: That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual purchase order in excess of $50,000, based upon previously awarded contracts, contractual agreements, or annual requirements for the Library Services Department, as follows:

Department:	Library Services
Amount:	$48,000
Vendor:	American Facility Services
Original Contract:	PD 10-11.049
Original Purchase Order #:	180095
Additional Contract Amount:	$55,840.31
New Contract issued:	PD 17-18.014
New total for FY 2017/2018:	$103,840.31

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order (CO) to J. Miller Construction, Inc., Purchase Order (PO) 181229, in the amount of $24,025.24, on Contract PD 17-18.050, for the 4-H Multipurpose Livestock Facility:

Department:	Facilities Management
Division:	DCAT
Type:	Addition
Amount:	$24,025.24
Vendor:	J Miller Construction, Inc.
Project Name:	4-H Multipurpose Livestock Facility
Contract:	PD 17-18.050
PO#:	181229
CO#:	1
Original Contract Award:	$103,398.40
Cumulative Amount of Change Orders Through this CO:	$24,025.24
New Contract Amount:	$127,423.64

[Funding Source: Fund 352, LOST (Local Option Sales Tax) III, Cost Center 110267, Public Facilities, and Project LOST III, Object Code 56201, Project #14PF2695]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board approve the following action concerning the copier lease agreement with RJ Young Company, Inc.:

   A. Rescind the Board's action of June 21, 2018, awarding a Purchase Order and authorizing the County Administrator to sign a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of $1,447.68, plus cost per copy at $ .0049 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 101, Restricted Fund, Cost Center 370150, Community Center Rentals, Object Code 54401, Rentals and Leases); and

   B. Award a Purchase Order, and authorize the County Administrator to sign, a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of $1,356, plus cost per copy at $ .0049 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 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order Number 1 to Purchase Order 161571, Texas A&M University Office of Sponsored Research Services, for fish tissue analysis and reporting for the Ex-Oriskany Artificial Reef Site:

Department:	Natural Resources Management
Division:	Marine Resources
Type:	Addition
Amount:	$9,750
Vendor:	Texas A&M University Office of Sponsored Research Services
Purchase Order:	161571
Change Order:	1
Original Purchase Order Amount:	$45,000
Cumulative Amount of Change Orders Through This Change Order:	$9,750
New Purchase Order Total:	$54,750

[Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board adopt the Resolution [R2018-98] approving Supplemental Budget Amendment #184, General Fund (001), in the amount of $24,515, to recognize the Sheriff's off-duty officer, auto repairs, public records requests, and miscellaneous reimbursements/fees, and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

9. Recommendation: That the Board adopt the Resolution [R2018-99] approving Supplemental Budget Amendment #191, Misdemeanor Probation Fund (114), and General Fund (001), to recognize a reduction in the Misdemeanor Probation Fund transfer to the General Fund, in the amount of $576,782, and to appropriate these funds to increase the amount of cash in the Misdemeanor Probation Fund to maintain continuity of operations within that fund.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve Budget Amendment Request #192, Internal Services Fund (501), in the amount of $5,869, reallocating budgeted funds to the appropriate expense accounts to pay employees who are eligible for the County's Health Insurance, a taxable $50 or $25 reward for participating in the Wellness Incentive Program. The Supervisor of Elections, Santa Rosa Island Authority, Clerk of Courts, Property Appraiser, Tax Collector, and Health Facilities Authority are eligible to participate in the program. These funds need to be appropriated to the correct expenditure accounts in the Fiscal Year 2017/2018 Budget to be used for the Wellness Incentive Program.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

11. Recommendation: That the Board adopt the Resolution [R2018-100] approving Supplemental Budget Amendment #197, Library Fund (113), in the amount of $25,000, to recognize a donation from the Friends of the West Florida Public Libraries for the West Florida Public Library and to appropriate these funds for Youth and STEAM activities by the Library System. These funds will be accounted for separately from other library funding.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 6203 Montgomery Avenue, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 6203 Montgomery Avenue, located in District 1, Account Number: 04-1298-000, Reference Number: 42-1S-30-2202-005-004, to the bidder with the highest offer received at or above the reassessed minimum bid of $15,000, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

B. Authorize the Chairman to sign all documents related to the sale.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve the filing of an Application for Tax Deed on a parcel of land, with a value of less than $5,000, on which the County currently holds a tax certificate. The Tax Deed Application fee is $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel. The parcel that is the subject of this recommendation is listed below:

Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
07-0544-405	34-2S-30-0295-028-003	Roeun Chin & Moeun Chin & Kim Chin	3822 Frontera Circle	$3,000	2

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. The subject property is valued at less than $5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 151, CRA Brownsville, Cost Center 370113]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board approve the filing of an Application for Tax Deed on five parcels with values of less than $5,000, on which the County currently holds tax certificates. The Tax Deed Application fees total $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel. The parcels are listed in the table below:

	Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
1	05-2631-233	092S301000110008	Rosa Ortiz	4203 Erress Blvd	$2,000	3
2	05-2200-208	092S300550000054	Jerome Huff	107 Diego Circle	$4,155	3
3	05-2200-148	092S300550000024	Jerome Huff	120 Diego Circle	$2,000	3
4	05-2200-186	092S300550000043	Connie Joyner	139 Diego Circle	$2,000	3
5	05-2200-180	092S300550000040	Clyde Stokes	151 Diego Circle	$2,000	3

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. Each of the properties that are the subject of this recommendation are valued at less than $5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 129, 2014 CDBG, Cost Center: 370221]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

15. Recommendation: That the Board take the following action concerning the machine repair/rebuild of a Caterpillar 725 6x6 articulated truck:

A. Authorize the single-source purchase of a machine repair/rebuild of a County-owned Caterpillar 725 6x6 articulated truck (Serial #B1L01090, PN 58883), for the Operations Division of the Escambia County Waste Services Department, in accordance with State of Florida Statute 287-057(3)(c), regarding the exception of single-source commodities or contractual services from competitive solicitation requirements, no responses were received; and

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

B. Authorize the issuance of a Purchase Order Contract to Thompson Tractor Co., Inc., SS 17-18.001, in the amount of $277,755, for the machine repair/rebuild of a County-owned Caterpillar 725 6x6 articulated truck.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, Solid Waste Management Operations; Object Code 56401, Machinery & Equipment]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

16. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 17-18.074, Congestion Management Plan Phase II Sheriff's Parking Lot, for a lump sum of $915,364.

[Funding: Fund 353, Local Option Sales Tax IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project Number 18EN0224]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board approve, and authorize the County Administrator to sign, an Agreement between Escambia County, Florida, and UniFirst Corporation, per the terms and conditions of PD 17-18.064, Uniform Rental Services, for three years, with two additional one-year terms, at the per piece rental rates for uniforms as quoted in the bid.

Funding:

Fund		**Cost Center**	**Object Code**
001	General Fund	310203	55201
113	Library Fund	110502	55201
001	General Fund	310202	55201
001		250202	55201
001		220701	55201
401	Solid Waste Fund	230301	55201
401		230304	55201
401		230306	55201
401		230307	55201
401		230314	55201
140		210402	55201
001	General Fund	211401	55201

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve, and authorize the County Administrator to sign, Agreements between Escambia County, Florida, and Eddie Snell, Barber, and Leron D. Burnett d/b/a Goodfellas Barber Shop, for Barber Services, per the terms and conditions of PD 17-18.075, Barber and Beautician Services for the Escambia County Jail, for three years, with two one-year renewals, at the rate of $9.00 per haircut or shave.

[Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406, Object Code 53401]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

19. Recommendation: That the Board approve, and authorize the County Administrator to sign, an Agreement between Escambia County and Municipal Engineering Services, Inc., per the terms and conditions of PD 17-18.071, Design Services for Ashcraft Road Dirt Road Paving and Drainage, in the amount of $99,520.

[Funding: Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Object Code 56301, Project Number 18EN0245 – $50,000; Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #18EN0275 – $49,520]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board take the following action regarding the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis:

A. Authorize the County to utilize the H-GAC Contract #SC01-18, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis, for the Engineering/Development Services Department of Escambia County, Florida, to Adams Equipment Co., Inc., in the amount of $284,675, according to the specifications outlined in Specification Number VE 17-18.028.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for thirty days. The original quote was the only bid received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211101, Object Code 56401, Amount $142,338; Fund 116, Development Review, Cost Center 240302, Object Code 56401, Amount $142,337]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board take the following action concerning the purchase of five vehicles for Public Safety - Fire Department:

A. Authorize the County to utilize the Florida Sheriffs Association Contract (FSA17-VEL 25.0), in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, for the following vehicles:

(1) One 2019 Ford Police Interceptor Utility AWD (model K8A), at a price of $29,569, solicitation VE 17-18.024;

(2) Two 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (model CK25943), at a price of $39,781 each, for a total of $79,562, solicitation VE 17-18.025; and

(3) One 2019 Chevrolet Silverado 1500 4wd Double Cab (model CK15753), at a price of $27,589, solicitation VE 17-18.026;

B. Authorize the issuance of a Purchase Order for the four vehicles noted above, for the Public Safety-Fire Department, to Garber Ford, Inc., in the amount of $136,720, according to the specifications outlined in Specification Numbers VE 17-18.024, VE 17-18.025, and VE 17-18.026; and

(Continued on Page 41)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued…

C. Authorize the issuance of a Purchase Order for one Ram 3500 Tradesman 4x4 Reg Cab 8' Box (model D28L62) vehicle, for the Public Safety-Fire Department, to Hill-Kelly Dodge Chrysler Jeep, in the amount of $36,917.77, according to the specifications outlined in Specification Number VE 17-18.027.

In an effort to encourage competition for local businesses, and in compliance with Board-adopted policy, these vehicle purchases were advertised on the Escambia County website for thirty days. One response was received for VE 17-18.027, and no responses were received from local vendors for VE 17-18.024, VE 17-18.025, and VE 17-18.026.

[Funding: Fund 352, Local Option Sales Tax; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

22. Recommendation: That the Board approve issuing a Purchase Order, for a not-to-exceed amount of $225,748, to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction," to perform traffic signal camera system upgrades at the following nine locations:

A. Brent Lane at Pensacola Christian College Entrance - Commission Districts 3 and 4;
B. Brent Lane at Rawson Lane - Commission Districts 3 and 4;
C. Brent Lane at South Bound I-110 Off-ramp - Commission Districts 3 and 4;
D. Brent Lane at North Bound I-110 Off-ramp - Commission Districts 3 and 4;
E. Brent Lane at Davis Highway - Commission Districts 3 and 4;
F. Airport Boulevard at Southbound I-110 Off-ramp - Commission Districts 3 and 4;
G. Airport Boulevard at Northbound I-110 Off-ramp - Commission District 4;

(Continued on Page 42)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued…

H. Fairfield Drive at Palafox Street - Commission District 3; and
I. Fairfield Drive at Texar Drive (Substitute Location) - Commission District 3.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #11EN1028 "ITS Application"; the Florida Department of Transportation (FDOT) to reimburse the County for all costs incurred for project up to $225,748, per the Joint Participation Agreement between FDOT and Escambia County - FPN 438150-1-58-01]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

23. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Coastal Reef Builders, Inc., for an indefinite quantity and indefinite delivery contract, per the terms and conditions of PD 17-18.072, for Dredging of Lafitte Cove Canal, in the amount of $65,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board approve, and authorize the County Administrator to sign, an Agreement between Escambia County, Florida, and Public Resources Advisory Group, Inc., per the terms and conditions of PD 17-18.060, Financial Advisor, for a term of three years, with two additional 12-month terms. The fees will be based on issuance amounts of certain debt instruments, such as Bonds, as the services are required, at the following rates:

1. Basic Fees for Bond-Issuance Related Services

Minimum fee – bond issue	$17,500
Minimum fee – bank loan	$15,000
	Fee per bond ($1,000)
First $20 million	$0.90
Next $20 million - $40 million	$0.80
Amount Over $40 million	$0.75

2. Special Services for non-Bond Issuance Related Services as directed

Title	Hourly Rate
Senior Managing Director	$225
Managing Director	$200
Vice President	$180
Assistant Vice President/Associate	$150

3. Out of Pocket Expenses

PRAG would expect to bill for out-of-pocket expenses for both debt issuance and non-debt issuance engagements at the following rates:

Thomson Municipal Wire	at cost
Copying and Printing (outside service)	at cost
Conference Calls	at cost
Other Expenses	at cost

(Continued on Page 44)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued…

Expenses, including overnight mail, parking, printing, and out-of-County travel, shall be reimbursed at cost, consistent with Florida Statutes 112.061.

[Funding: Fees will be built into the cost of any debt financing or restructuring.]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

25. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, per the terms and conditions of PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, for a lump sum of $190,371, for a two-year term of professional services.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order 2 for a CDBG [Community Development Block Grant] Housing Rehabilitation Project at 206 Calloway Street, adding funds for $1,140:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	$1,140
Vendor:	Design Homebuilders, Inc.
Purchase Order No:	181331
Change Order No:	2
Original Award Amount:	$49,070
Cumulative Amount of Change Orders:	$1,960
New Contract Total:	$51,030

[Funding: Fund 129, 2015 CDBG, Cost Center 370233]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

27. Recommendation: That the Board take the following action concerning the Community Development Block Grant (CDBG)-funded Neighborhood Renewal Initiative Mini-Grant Agreement with Bayou Davenport Neighborhood Watch, Inc.:

A. Approve the Neighborhood Renewal Initiative Mini-Grant Agreement between Escambia County and Bayou Davenport Neighborhood Watch, Inc., awarding a Neighborhood Renewal Initiative Grant, in the amount of $500, for Bayou Davenport Neighborhood Watch Signs Project located in the Warrington Community Redevelopment Area; and

(Continued on Page 46)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Continued…

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

[Funding: Fund 129, 2014 CDBG, Cost Center 370221]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

28. Recommendation: That the Board take the following action regarding Equipment Acquisition Agreements with CPC Office Technologies for the Human Resources Department:

A. Approve the Equipment Acquisition Agreement with CPC Office Technologies for the purchase of a new Sharp MX-5070V Multi-Functional System Copier;

B. Approve the Equipment Acquisition Agreement with CPC Office Technologies to amend the current maintenance Contract on the Sharp refurbished MX-4100-41 Document System; and

C. Authorize the County Administrator, upon Legal review and sign-off, to sign the Agreements.

[Funding Source: Fund 001, General Fund, Cost Center 150101, Human Resources, Account 56401, Machinery and Equipment]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board take the following action concerning dental insurance:

A. Approve awarding a Contract to Delta Dental Insurance Company for dental administration and claims, effective January 1, 2019, for a period of 24 months; and

B. Authorize USI to contact Delta Dental Insurance Company to adjust the administrative fee to reflect Delta Dental's current offer.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150109, Object Code 53101 and 54501]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

30. Recommendation: That the Board take the following action concerning voluntary vision care insurance:

A. Approve the awarding of a three-year Contract to Humana Insurance Company for vision care administration, effective January 1, 2019, to December 31, 2021, for a period of 36 months; and

B. Authorize the County Administrator to sign the Humana Specialty Benefits Annual Renewal Acknowledgement for vision care coverage with Humana and Escambia County (Agreement/Contract will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

31. Recommendation: That the Board take the following action concerning Flexible Benefits Plan administrative services:

A. Award a Contract to Lockard & Williams Insurance Services, P.A., for Flexible Benefits Plan administrative service, to provide an annual premium amount estimated at $17,052, based on current participation, for administrative services per Plan year for all eligible employees, effective January 1, 2019. All eligible employees electing a debit card will be responsible for the cost of the debit card; and

B. Authorize the County Administrator to sign the Administrative Services Agreement for Group Flexible Benefits Plan between Lockard & Williams Insurance Services, P.A. and Escambia County (the Agreement will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150107, Object Code 531301]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board take the following action concerning life and AD&D insurance:

A. Approve the awarding of a Contract to Lincoln National Life Insurance Company, effective January 1, 2019, to December 31, 2020, for a period of 24 months, based on current enrollment, for all eligible employees:

All eligible employees will receive $40,000 life and AD&D insurance. All eligible employees that do not elect the County's group health insurance will receive an additional $10,000 of life and AD&D insurance. Retirees will receive $5,000 of life insurance paid by the County. Active Employees will have the option to purchase additional supplemental life for themselves and their family members. Child supplemental life insurance will drop to one option of $10,000 coverage for $2.00 per month. The child age requirement will change to 14 days to age 19 (age 26, if unmarried and full-time student);

B. Authorize USI to contact Standard Life Insurance to terminate our present Contract early, on or before November 30, 2018, to end coverage as of midnight December 31, 2018;

C. Authorize the County Administrator to sign a Lincoln National Life Insurance Application for Group Life Insurance (Application for Group Life Insurance will be drafted upon approval of this Board action); and

D. Authorize the Human Resources Department to sign Lincoln National Life Insurance Administration and Benefit Supplement Sheet, Not Actively at Work Supplement, and Employer Authorization forms.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150110, Object Code 54501]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

33. Recommendation: That the Board take the following action concerning Voluntary Long Term Disability Insurance (PD 15-16.042):

A. Approve the awarding of a contract to Lincoln National Life Insurance Company for Long Term Disability Insurance, effective January 1, 2019, for a period of 24 months, based on current enrollment, for all eligible employees:

This will reduce the premiums of the County's current voluntary long term disability plans. The coverage level of 40% of salary with a 180-day elimination period will decrease from $.00158 to $.00143 per salary dollar. The coverage level of 50% of salary with a 180-day elimination period will decrease from $.00199 to $.00180 per salary dollar. The coverage level of 50% of salary with a 90-day elimination period will decrease from $.00235 to $.00212 per salary dollar and the coverage level of 60% of salary with a 180-day elimination period will decrease from $.00266 to $.00240 per salary dollar;

B. Authorize USI to contact Madison Life Insurance Company to terminate our present contract early, on or before November 30, 2018, to end coverage as of midnight December 31, 2018;

C. Authorize the County Administrator to sign the Lincoln Financial Life Insurance Joinder Agreement for Long Term Disability Insurance (Application for Joinder Agreement will be drafted upon approval of this Board action; and

D. Authorize the Human Resources Department to sign Lincoln National Life Insurance Administration and Benefit Supplement Sheet, Not Actively at Work Supplement, and Employer Authorization forms.

[Funding Source: Fund 501, Internal Service Fund]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Recommendation: That the Board adopt the Resolution [R2018-101] approving Supplemental Budget Amendment #203, Other Grants and Projects Fund (110), in the amount of $11,915, to recognize proceeds from the State-Funded Subgrant Agreement Contract Number 19-CP-11-01-27-01-105-XXX between the State of Florida, Division of Emergency Management, and Escambia County, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

35. Recommendation: That the Board adopt the Resolution [R2018-102] approving Supplemental Budget Amendment #204, Local Option Sales Tax III Fund (352), in the amount of $146,520, to recognize proceeds from Escambia County Utilities Authority for reimbursements for four Interlocal Cost Sharing Agreements and to appropriate these funds back into each project's budget.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

36. Recommendation: That the Board adopt the Resolution [R2018-103] approving Supplemental Budget amendment #205, Bob Sikes Toll Fund (167) and Debt Service Fund (203), in the amount of $120,918, to recognize an adjustment to three of the County's bonds due to the recent Federal tax law changes or other debt service costs that increased the debt service payments, and to appropriate this adjustment to pay the remaining debt service costs to complete Fiscal Year 2017/2018.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

37. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 605 Sunset Avenue:

A. Authorize the County Attorney's Office to take such action necessary to evict the occupants of the County-owned property, if occupied;

B. Declare surplus the Board's real property located at 605 Sunset Avenue, Account #: 08-1866-000, Reference #: 50-2S-30-6090-014-001, District 2;

C. Authorize the sale of the 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, $15,000; and

D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property.

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

38. Recommendation: That the Board take the following action concerning the County's Group Medical Insurance:

A. Approve the employee and retiree health insurance premiums; Attachment 1 shows premiums reflecting a $50 discount for employees who do not use tobacco; Attachment 2 shows the health insurance premiums for the County's retirees; Medicare Advantage, Pharmacy and Medicare Plan F premiums will be determined later. Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

(Continued on Page 53)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

38. Continued…

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

C. Authorize the Health Care Opt-out Program at the same amount as 2018 plan year; and

D. Authorize the plan design changes to assist in aligning our plans to our costs (net claims per employee per month) and Affordable Care Act requirements upon losing our Grandfather status:

- No changes to the HSA (Health Saving Plans)
- Blue Option 1352
  - Change the deductible from - $750 (single)/$2,250 (family) to $1,000 (single) /$3,000 (family)
  - Change the Out-of-Pocket maximum from - $3,000 (single)/$9,000 (family) to $3,250 (single)/$9,750 (family)
  - Wellness Preventive Care - $20 copay/20% coinsurance to 100% (deductible waived) (Affordable Care Act)
  - Walk-In Urgent Care Visit – Deductible + 20% to a $50 co-pay
  - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)

(Continued on Page 54)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

38. Continued…

D. Continued…

- Blue Option 1552
  - Change the deductible from - $500 (single)/$1,500 (family) to $750 (single)/$2,250 (family)
  - Change the Out-of-Pocket maximum from - $2,000 (single)/$6,000 (family) to $2,250 (single)/$6,750 (family)
  - Wellness Preventive Care - $15 copay/$30 copay to 100% (deductible waived) (Affordable Care Act)
  - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
  - Increase the premiums for both the employer and employee contribution by 8.8%

Motion: To drop this item and bring it back on September 20	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Speaker(s): Michael Lowery	
Audio:	

39. Recommendation: That the Board approve $5,000, to be funded from Commissioner Steven Barry's discretionary funds, for the Showalter Classic (Softball/Baseball Doubleheader), scheduled for October 20, 2018, at 11:00 a.m., at the Showalter Park in Century, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board approve the allocation of $3,000 [of] Law Enforcement Trust (LET) Funds to the Escambia County Sheriff's Explorers, per the requirements of Florida Statute 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018.

   Upon approval of this funding allocation, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

   [Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

Motion: To approve the expenditures	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

2. Recommendation: That the Board discuss the funding allocations for the Pensacola Beach Congestion Management Plan (CMP) - Phase III (Roundabouts with Pedestrian Underpasses) Design Services with Volkert, Inc.

   [Funding: Local Option Sales Tax IV - Public Works Transportation Fund; CMP Contract amount with Volkert, Inc. - $1,341,682.33 ($256,825.00 - Phase II and $1,084,857.33 - Phase III). Escambia County would retain $342,825.78 if the Board were to decide not to proceed with the Phase III (Roundabouts with Pedestrian Underpasses) Design Services for the Pensacola Beach CMP Contract with Volkert.]

   This project is located in Commission District 4.

Motion: To "move this item forward and at least allowing it see if it can have an opportunity to be evaluated at some other time, once you know what the real construction costs are"	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Underhill
Disposition: Carried 4-1, with Commissioner Barry voting "no"	
Speaker(s): Robert Rinke, Julian McQueen, Rusty Branch, Melissa Pino, Robert Bender	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve, by super-majority, or deny, the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area project:

   A. Authorize the purchase of the following parcels in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price
Riddell, James A. and Sandra K.	9980 Bristol Park Road	approx. 0.88 acres	$298,300
Shelley, Emory G. and Dana Jo	10010 Bristol Park Road	approx. 0.77 acres	$329,000

   B. Approve the Contracts for Sale and Purchase for the acquisitions of real property located in the Bristol Park-Ashbury Hills Subdivision;

   C. Authorize the payment of documentary stamp taxes and recording fees pursuant to the HMGP Guidelines; and

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

   [Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595]

   These properties are located in Commission District 5.

Motion: To move Items A through D	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board approve or deny the following action concerning 2018 Housing Tax Credit Applications:

   A. Designate a local government area of opportunity and set-aside minimum funding as required by RFA 2018-110 to support one Application; and

   B. Authorize staff to update the Application process accordingly for the 2018 Housing Tax Credit cycle.

Disposition: No Action Taken
Audio:

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action concerning approval of settlement of the Case of Reuben Berry as Personal Representative of the Estate of Rodney J. Berry v. Escambia County, Florida, Ashley N. Palmer and Debbie H. Smiley, Case No. 3:17-cv-683-RV/CJK, United States District Court, Northern District of Florida:

   A. Approve a settlement payment of $850,000.00, with the County to pay $107,500.00 of that amount as its insurance deductibles, to Reuben Berry, as Personal Representative of the Estate of Rodney J. Berry, in exchange for the execution of a General Release and Hold Harmless Agreement, and that the Estate cooperate in obtaining a dismissal with prejudice of the pending lawsuit; and

   B. Ratify the execution of the Mediated Settlement Agreement and General Release by Charles V. Peppler, Deputy County Attorney, a copy of which is provided.

Motion: To move the Action Items	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board take the following action concerning the proposed Negotiated Settlement Agreement regarding EEOC Case No. 425-2018-00430:

   A. Approve the Negotiated Settlement Agreement between the EEOC and Escambia County, Florida a/k/a Escambia County Fire and Rescue, a copy of which is provided with this recommendation; and

   B. Authorize the County Administrator to execute the Negotiated Settlement Agreement.

Motion: To move the Action Items	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

3. Recommendation: That the Board take the following action concerning a Partial Release of Lien on property located at 6300 Ard Road:

   A. Authorize the Chairman to execute a partial release of the environmental enforcement lien on property located at 6300 Ard Road, owned by the Federal National Mortgage Association; and

   B. Authorize payment of incidental expenses associated with recording a partial release in the public records.

Motion: To move the Action Items	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

1. Recommendation: That the Board, at the request of Commissioner Grover Robinson, discuss whether to amend the County's LDC [Land Development Code] provisions regarding medical marijuana.

Motion: To "reflect the interpretation I wish staff to have that we intended whatever the State defines as medical marijuana" and "send back to the Planning Board to come forward with a directive that says from now on, we would like it to define whatever the Florida Legislature defines as medical marijuana"	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board approve $2,500, to be funded from the District V discretionary funds, for the West Florida High School Girls Basketball Team program, and approve the Purchase Order for this purpose.

Motion: To approve the $2,500 discretionary account expenditure to the West Florida High School Girls Basketball Team	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers	
Audio:	

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve allocating $2,500 from Commissioner Lumon May's discretionary money, for the Fore! Charity Par-Tee that will be held on Thursday, September 27, 2018, 6:00 p.m., at Sanders Beach Corrine Jones Community Center, 913 South "I" Street, Pensacola, Florida.

   [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: To approve a $2,500 request for funding for the Fore! Charity golf tournament at the request of John Peacock	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve funding $1,000 for the Genes of Joy, "Buddy Walk," to be held October 20, 2018, from Commissioner Jeff Bergosh's discretionary money.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: To move the item in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 10:33 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: September 20, 2018

MINUTES OF THE FIRST PUBLIC HEARING OF THE BOARD OF COUNTY COMMISSIONERS REGARDING THE FISCAL YEAR 2018/2019 COUNTY-WIDE BUDGET

SEPTEMBER 10, 2018

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

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the First Budget Public Hearing to order at 5:01 p.m.

2. Was the Meeting Properly Advertised?

   The Board was advised by DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that:

   A. The 5:01 p.m. Public Hearing for consideration of the Tentative Budget for Fiscal Year 2018/2019 was advertised in the *Pensacola News Journal* on September 7, 2018, in a block ad; and

   B. As required by Florida Statute 197.363, the 5:02 p.m. Public Hearing for consideration of adopting the Fiscal Year 2018/2019 First Year Assessment Rolls for street lighting, holding pond, Perdido Key beach mouse, and nuisance abatement Municipal Services Benefit Units (MSBUs) was advertised in the *Pensacola News Journal* on September 7, 2018, and First Class Notices were mailed to all property owners in the affected MSBU Districts.

3. 5:01 p.m. Public Hearing

   A. Presentation of Tentative Budget for Fiscal Year 2018/2019

      The Board was advised by County Administrator Brown that:

      (1) This is the first of two required Public Hearings for the Board to adopt the Fiscal Year 2018/2019 Budget; the Board later in the meeting will set the second Public Hearing;

      (2) The Board of County Commissioners (BCC) approved the 2018/2019 tentative millage rates for TRIM [Truth in Millage] notification purposes at the BCC meeting on July 19, 2018;

      (3) The law requires that prior to consideration of the tentative budget, an explanation of the "Rolled Back Rate" be provided and entered into the records; the "Rolled Back Rate" is a computed millage rate that would generate the same amount of ad valorem tax dollars as the prior Fiscal Year, based on the proposed year's tax roll, excluding new construction;

      (4) The millage rates tentatively approved by the Board for TRIM notification are 6.6165 for the County-wide millage rate, .3590 for the Library Municipal Services Taxing Unit (MSTU) and .6850 for the Sheriff's Law Enforcement Municipal Services Taxing Unit; the aggregate of these millage rates proposed for Fiscal Year 2018/2019 is 3.17% above the "Rolled Back Rate" certified by the Property Appraiser; this represents the percentage increase in property taxes tentatively adopted by the Board; and

      (5) For information, and to avoid any misunderstanding concerning the process of this meeting, this Public Hearing is convened tonight to discuss the County's Fiscal Year 2018/2019 Budget; because of time constraints, we will need to confine our discussion to this subject; increases in property assessments, remarks or questions concerning your individual property appraisals should be addressed to the County Property Appraiser at his office during normal business hours; and

   B. Questions/Discussion from the Board

      The Board discussed the procedures for the meeting, the lack of increase in the millage rate, and that the budget is currently balanced.

(Continued on Page 3)

3. Continued…

C. Outside Agency Discussion

The Board heard comments from the following individuals:

Bishop Leon Rankins
Buzz Ritchie
Chandra Smiley
Van Mansker
Richard Harrah
Arnetha Welcome
Reverend Michael Johnson
Cheryle Allen
Rebecca Hale
Kathleen Martin
Carolyn Shearman
Dr. Edward Meadows
Dr. David Josephs
Christine Fansel
Rodney Jones
Lee Avant
Connie Bookman
Lucy Stolfi
David Lister
Steve Hayes
Doug White
William “Cadillac” Banks
Sandy Ray

Motion: Move $20,000 as a Placeholder for this item [ACTS Another Chance Transitional Services]	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried 4-1, with Commissioner Underhill voting “no”	
Audio:	

Motion: Put a placeholder of $81,250 for FY 19 [for Be Ready Alliance Coordinating for Emergencies BRACE]	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

Motion: Move to approve $45,000 [for Council on Aging]	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Disclosures: Commissioner May disclosed that he serves on the Board for Council on Aging, but that he is not prevented from voting on this item.	
Audio:	

(Continued on Page 4)

AGENDA NUMBER – Continued

3. Continued…

C. Continued…

Motion: Move to fund at the same level as last year [for Community Health Northwest Florida, formerly known as Escambia Community Clinics]	
Made by: Commissioner Barry	**Seconded:** Commissioner May
Disposition: Carried 3-1, with Commissioner Underhill voting "no" and Commissioner Robinson abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers	
For Information: The funding amount referred to from last year is $455,160	
Audio:	

Motion: Move $238,875 out of the Local Option Sales Tax fund [for Escambia County School Readiness Coalition]	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

Motion: Move Gulf Coast Kids House at $150,000	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	
Audio:	

Motion: Move $5,000 for the Gulf Coast Veterans Advocacy Council from the TDT [Tourist Development Tax] and restrict funds to the parade	
Made by: Commissioner May	**Seconded:** Commissioner Barry
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

For Information: The Board discussed funding for the Human Relations Commission and asked staff to place funds of $84,265 as a placeholder in the outside agencies spreadsheet until additional information is reviewed by the staff and Commissioners
Audio:

Motion: Move $20,000 in the Economic Development [fund] for JA [Junior Achievement of Northwest Florida]	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

(Continued on Page 5)

3. Continued…

C. Continued…

For Information: The Board asked staff to bring back the Lakeview funding request for discussion if there are funds left over
Disclosures: Commissioner Robinson disclosed that he has a relationship with Lakeview and must abstain from voting on this item if a vote comes before the Board
Audio:

Motion: Move $19,594 each for this item [Legal Services of North Florida Inc.] and the next one [Northwest Florida Legal Services]	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	
Audio:	

Motion: Move $15,000 [for New World Believers]	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	
For Information: The Board discussed seeking funding for this program through the Byrne Grant and legislative asks in addition to the funding provided by the Board	
Audio:	

Motion: Move $308,750 [for Pathways for Change]	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 3-0, with Commissioner Underhill temporarily out of Board Chambers Commissioner May abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers	
For Information: The Board made another motion (shown on the following page) because the funding amount stated in this motion was inaccurate.	
Audio:	

(Continued on Page 6)

AGENDA NUMBER – Continued

3. Continued…

C. Continued…

Motion: Move to reconsider and do $343,750 [for Pathways for Change]	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 3-0, with Commissioner Underhill temporarily out of Board Chambers and Commissioner May abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers	
For Information: Commissioner Robinson stated that this motion was meant to replace the previous motion.	
Audio:	

Motion: Move the $13,000 [for Pensacola Caring Hearts]	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	
Audio:	

Motion: Move $19,000 [for Pensacola's Promise/Chain Reaction]	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	
Audio:	

Motion: Move $90,725 [for United Way]	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	
Audio:	

(Continued on Page 7)

AGENDA NUMBER – Continued

3. Continued…

C. Continued…

Motion: Move leftover funds from the Unity in the Family Ministry jail programs to the County's youth and prevention programs at Evanwood and Brownsville	
Made by: Commissioner May	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	
For Information: Stephan Hall, Budget Manager, advised the Board that there was $28,006 has been paid to this point and that staff would move the funds to the prevention programs the Board identified in the motion	
Audio:	

Motion: Move the Wildlife Sanctuary at $35,000	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	
Audio:	

Motion: "Hold the African American Society at $30,000, the Saint Michael's Cemetery, both the regular cemetery as well as Mt. Zion and AME Zion Magnolia, as well as Rob and the West Florida Preservation Board at the levels they've requested for this year and move those items"	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

Motion: Move to accept the $75,000 as it is [for the Sertoma 4th of July] for this year and in Fiscal Year 19 move it to the unified ask process, add the $75,000 to the appropriate Visit Pensacola account, that the $75,000 amount be maintained for each year going forward, and that if there is any problem through the unified ask process that would require that it break from the policies and procedures, that it would be brought to the Board immediately	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

(Continued on Page 8)

AGENDA NUMBER – Continued

3. Continued…

C. Continued…

Motion: Move $150,000 [for William Banks Enterprise]	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

Motion: Move to do all Local Option Sales Tax and Solid Waste Management fund [outside agency funding requests] at the numbers presented	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

Motion: Move $250,000 from the carry forward from LOST [Local Option Sales Tax] III for Pensacola State College	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

Motion: Take $260,000 from each of the last two years of the District 4 allocation to fund Burgess Road	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

D. Public Forum

The Board heard comments from Laquinda Perkins concerning her request to name a road, or portion of a road, after her late husband, Maceo Perkins.

(Continued on Page 9)

3. Continued…

   E. Adoption of the Tentative Millage Resolution for Fiscal Year 2018/2019

   Chairman Bergosh advised that the Chair would entertain a motion to adopt the Tentative Millage Resolution [R2018-104], as presented in the Agenda backup, of 6.6165 mills for the County-wide millage rate, .3590 for the Library MSTU (Municipal Services Taxing Unit), and .6850 mills for the Sheriff's Law Enforcement MSTU for Fiscal Year 2018/2019.

Motion: So moved	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

   F. Adoption of the Tentative Budget Resolution for Fiscal Year 2018/2019

   Chairman Bergosh advised that the Chair would entertain a motion to adopt the Tentative Budget Resolution [R2018-105] of $474,944,970 for Fiscal Year 2018/2019, as presented in the Agenda backup.

Motion: So moved	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

4. Announcement of Date and Time of Second Public Hearing for Adoption of the Final Fiscal Year 2017/2018 Budget

   Chairman Bergosh announced that second Public Hearing for adoption of the Fiscal Year 2018/2019 Budget will be held September 17, 2018, at 5:31 p.m., in the Board Chambers on the First Floor of the Ernie Magaha Government Building located at 221 Palafox Place.

5. 5:02 p.m. Public Hearing

   A. Presentation of the Fiscal Year 2018/2019 Non-Ad Valorem Special Assessments Roll

   County Administrator Brown advised that a list of all non-ad valorem rates is provided in the agenda backup.

(Continued on Page 10)

5. Continued…

B. Public Forum

Speaker: Joseph Bommarito	
Motion: Pull the properties off the MSBU [Municipal Services Benefit Unit]	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
For Information: The Board heard comments from Mr. Bommarito concerning liens against his property at 12366 Ailanthus Drive and 801 Colbert Avenue.	
Audio:	

Speaker: Judy Titus	
Motion: Pull 2 Benton Road from the MSBU	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
For Information: The Board heard comments from Ms. Titus concerning liens against her property at 2 Benton Road.	
Audio:	

Speaker: Ron Bailey	
Motion: Remove this address from the MSBU and allow the gentleman here to bring us a written communication	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	
For Information: The Board heard comments from Mr. Bailey regarding liens against lots 1-5 in Navy Acres on Highway 98 West.	
Audio:	

(Continued on Page 11)

AGENDA NUMBER – Continued

5. Continued…

C. Adoption of the Fiscal Year 2018/2019 Non-Ad Valorem Special Assessments Roll

Motion: Move Item C with the changes made by the last three motions	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	
For Information: Item C is to adopt the Fiscal Year 2018/2019 Non-Ad Valorem Special Assessments Roll, as presented in the Agenda backup.	
Audio:	

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the First Budget Public Hearing regarding the Fiscal Year 2018/2019 County-wide Budget of the Board of County Commissioners adjourned at 8:56 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: September 20, 2018

REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

SEPTEMBER 6, 2018
(9:00 a.m. – 11:05 a.m.)

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

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: Lizabeth Carew

1. FOR INFORMATION: The agenda for the September 6, 2018, Regular Board Meeting was reviewed as follows:

   A. Chairman Bergosh and Shamara Jernigan, Administrative Assistant, County Administrator's Office, reviewed the Regular BCC Agenda; David Penzone commented on Written Communication Item C; and County Administrator Brown reviewed Written Communication Item D;

   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. Shamara Jernigan, Administrative Assistant, County Administrator's Office, reviewed the County Administrator's Report; and Kevin Scroggins presented a PowerPoint Presentation regarding Item II-38;

   E. Alison Rogers, County Attorney, reviewed the County Attorney’s Report; and

   F. Commissioner Bergosh and Commissioner Barry reviewed their add-on items.

Escambia County Board of County Commissioners

2019 Employee Benefit Program Recommendations

Background

- Medical plan cost forecast for 2018 $24,095,578
- Medical cost increase for 2019 projected to be 8.8%
- Medical plan cost forecast for 2019 $26,098,166
- Recommend following changes to mitigate cost increase
  - Remove Grandfather status
    - Cover preventive care at 100%
    - Cover Emergency Room at In-Network levels
  - Removing Grandfather status allows the following changes
    - Deductibles increase on Plan 1552 from $500 Indiv/$1500 Fam to $750 Indiv/$2250 Fam
    - Deductibles increase on Plan 1352 from $750 Indiv/$2250 Fam to $1000 Indiv/$3000 Fam
    - OOPs increase on Plan 1552 from $2000 Indiv/$6000 Fam to $2250 Indiv/$6750 Fam
    - OOPs increase on Plan 1352 from $3000 Indiv/$9000 Fam to $3250 Indiv/$9750 Fam
    - Increase ER copay for Plans 1352 and 1552 from $100 to $200
    - Change Urgent Care benefit in Plan 1352 from ded + coins to $50 copay
    - Increase employer premium and employee contribution in Plan 1552 by 8.8%

Medical Plan

	Current			PROPOSED Renewal Changes		
Benefit Outline	**Blue Options 1552**	**Blue Options 1352**	**Blue Options 1168/1169**	**Blue Options 1552**	**Blue Options 1352**	**Blue Options 1168/1169**
Carrier	Florida Blue	Florida Blue	Florida Blue	Florida Blue	Florida Blue	Florida Blue
Plan Type, Name, Network	PPO	PPO	PPO	PPO	PPO	PPO
Deductible (Individual / Family)	$500 / $1,500	$750 / $2,250	$2,100 / $4,200	**$750 / $2,250**	**$1,000 / $3,000**	$2,100 / $4,200
Non-network Deductible (Individual / Family)	N/A	N/A	$4,200 / $8,400	N/A	N/A	$4,200 / $8,400
Deductible Embedded / Non-embedded	Embedded	Embedded	Non-embedded	Embedded	Embedded	Non-embedded
Out-of-Pocket Maximum (Individual / Family)	$2,000 / $6,000	$3,000 / $9,000	$2,100 / $4,200	**$2,250 / $6,750**	**$3,250 / $9,750**	$2,100 / $4,200
Non-network OOP Max (Individual / Family)	Combined with In-Network	Combined with In-Network	$8,400 / $16,800	Combined with In-Network	Combined with In-Network	$8,400 / $16,800
Prescription OOP Max (Individual / Family)	Included w/ medical	Included w/ medical	Included w/ medical	Included w/ medical	Included w/ medical	Included w/ medical
Coinsurance (In/Out)	80% / 60%	80% / 60%	100% / 80%	80% / 60%	80% / 60%	100% / 80%
Wellness / Preventive Care	$15 Copay	$20 Copay	$0 / 80% (dw)	**100% (deductible waived)**	**100% (deductible waived)**	$0 / 80% (dw)
Primary Care Office Visit	$15 Copay	$20 Copay	100% after deductible	$15 Copay	$20 Copay	100% after deductible
Specialist Office Visit	$30 Copay	80% after deductible	100% after deductible	$30 Copay	80% after deductible	100% after deductible
Walk-In / Urgent Care Visit	$30 Copay	80% after deductible	100% after deductible	$30 Copay	**$50 Copay**	100% after deductible
Emergency Room	80% after $100 Copay	80% after $100 Copay	100% after deductible	**80% after $200 Copay**	**80% after $200 Copay**	100% after deductible
Outpatient Lab / X-Ray	Clinical: $0 / 100% Diagnostic Testing Center: $100 Copay	Clinical: $0 / 100% Diagnostic Testing Center: $100 Copay	100% after deductible	Clinical: $0 / 100% Diagnostic Testing Center: $100 Copay	Clinical: $0 / 100% Diagnostic Testing Center: $100 Copay	100% after deductible
Complex Imaging (MRI, CAT, PET, et.al.)	Physician: $30 Copay Diagnostic Testing Center: $100 Copay	Physician: 20% after deductible Diagnostic Testing Center: $100 Copay	100% after deductible	Physician: $30 Copay Diagnostic Testing Center: $100 Copay	Physician: 20% after deductible Diagnostic Testing Center: $100 Copay	100% after deductible
Outpatient Surgical Facility	Ambulatory Surgical Center: $100 Copay Hospital Outpatient: $150 Copay	Ambulatory Surgical Center: $100 Copay Hospital Outpatient: $150 Copay	100% after deductible	Ambulatory Surgical Center: $100 Copay Hospital Outpatient: $150 Copay	Ambulatory Surgical Center: $100 Copay Hospital Outpatient: $150 Copay	100% after deductible
Inpatient Hospital Facility	$500 Copay	$750 Copay	100% after deductible	$500 Copay	$750 Copay	100% after deductible
Retail Prescription Drug Copays	$15 / $30 / $50	$15 / $30 / $50	100% after deductible	$15 / $30 / $50	$15 / $30 / $50	100% after deductible
Mail Order Prescription Drug Copays	$40 / $75 / $125	$40 / $75 / $125	100% after deductible	$40 / $75 / $125	$40 / $75 / $125	100% after deductible
Specialty Prescription Drugs	Subject to the cost share based on applicable drug tier	Subject to the cost share based on applicable drug tier	Subject to the cost share based on applicable drug tier	Subject to the cost share based on applicable drug tier	Subject to the cost share based on applicable drug tier	Subject to the cost share based on applicable drug tier

Ancillary Benefits

Line of Coverage	Current Cost	Renewal Cost	Renewal Recommendation
Dental	$87,706	$78,113	- Maintain current carrier - Maintain current network - Maintain current plan design - Decrease cost by 10.9% ($9,593 annually) - Lock in 3 year rate guarantee
Voluntary Vision	$129,740	$117,847	- Maintain current carrier - Maintain current network - Enhance current plan design * Move frame allowance from wholesale to retail * Add diabetic rider (additional testing paid at 100%, no copay) - Decrease cost by 9.2% ($11,893 annually) - Lock in 3 year rate guarantee
Basic Life/AD&D	$123,219	$102,783	- Change carriers from The Standard to Lincoln Financial - Maintain current plan design - Decrease cost by 16.6% ($20,436 annually) - Lock in 2 year rate guarantee - Voluntary Life/AD&D to move with Basic * Enhance Dependent Child benefit to flat $10,000 (from $2,500/$5,000/$10,000) * Decrease Child Life rate to $0.20/$1,000 (from $0.424/$0.43/$0.33) * Maintain current cost for Employee and Spouse Life/AD&D
Voluntary LTD	$87,301	$78,806	- Change carriers from Madison Life to Lincoln Financial - Maintain current plan design - Decrease cost by 10% ($8,495 annually) - Lock in 2 year rate guarantee
Flexible Spending Accounts	$17,052	$17,052	- Maintain current carrier - Maintain current plan design - Maintain current cost - Lock in 5 year rate guarantee
Total Cost	$445,018	$395,601	
2019 Savings		-$49,417	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14784 **Growth Management Report 13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 09/20/2018
Issue: Action Item - Bentley Oaks Unit 9 Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Bentley Oaks Unit 9 Permit #18082552
That the Board take the following action concerning recording of the Final Plat of Bentley Oaks Unit 9, (a 37-lot single family residential subdivision), located in the Cantonment Community and lying west of County Road 297A and lies between West Kingsfield Road and Muscogee Road. Owned and developed by Beaird Development, LLC. Prior to recording, the County Surveyor, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names “Banyan Place" and "Broadleaf Circle";

C. Accept all public easements, drainage improvements within public easements, as depicted upon the final plat for permanent County maintenance; the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage Improvements.

BACKGROUND:

The preliminary plat and construction plans were approved on January 18, 2017. The Escambia County Department of Public Safety approved the street names “Banyan Place" and "Broadleaf Circle”; on November 29, 2017. Development Services Department inspected the improvements on September 11, 2018 and found improvements substantially complete and in accordance with applicable County requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Meredith Crawford on August 15, 2018.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Courts office for Clerk signatures and recording in the Public Records of Escambia County.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

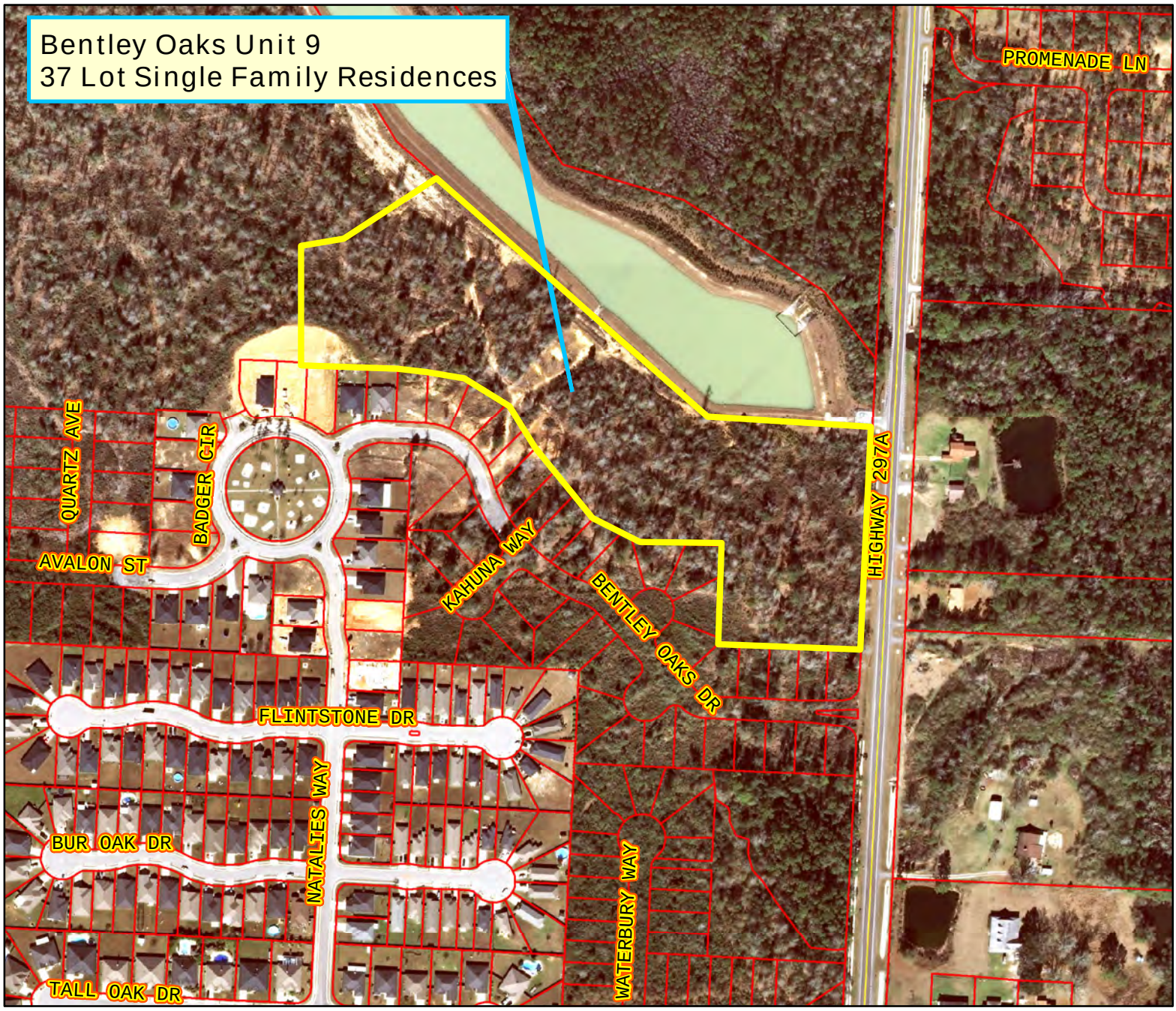
Vicinity/Location Map

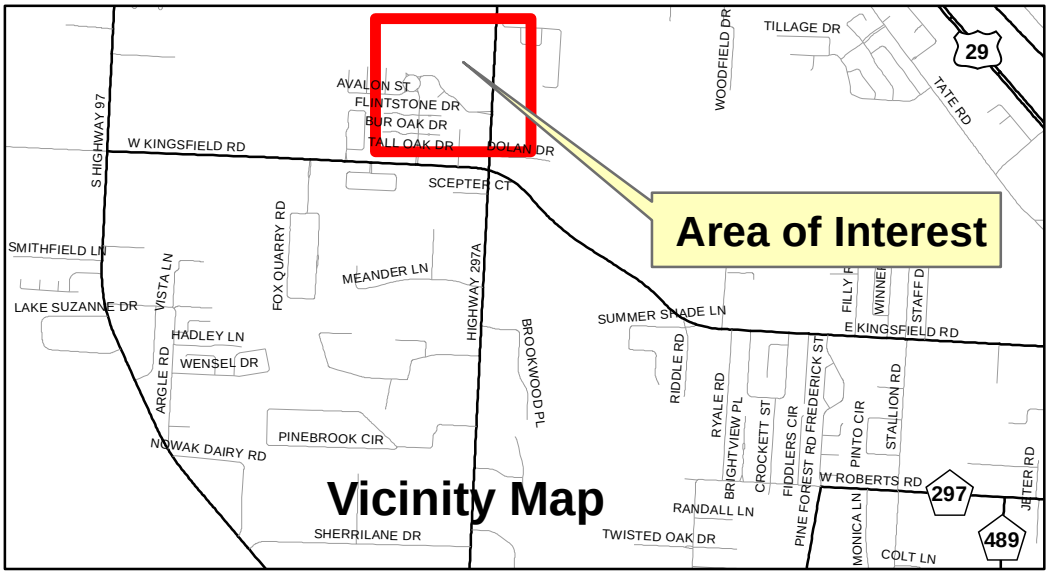
Street Letter Approval

Two-Year Warranty Agreement

Real Estate Infrastructure Maintenance Disclosure

Final Plat ~ Bentley Oaks Unit 9
37 Lot Single Family Subdivision









Surveying RGG 09/05/2018

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

November 29, 2017

Street Name Approval Letter

The following names have been submitted for approval:

Banyan Place
Broadleaf Circle

The streets are located in:

Bentley Oaks Unit 9

The name was requested by:

GECI & Associates, INC
Engineers

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Andrew Hamilton

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by:
Geci & Associates Engineers, Inc.
2950 N 12th Avenue
Pensacola, FL 32503

TWO-YEAR WARRANTY AGREEMENT FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT SURETY/FINANCIAL SECURITY (Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between Beaird Development LLC, a limited liability company organized under the laws of the State of Florida whose address is PO Box 160306 Mobil, AL 36616 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Bentley Oaks Unit 9 Subdivision Development, more particularly described as follows:

See Exhibit "A" (Legal Description), and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS: DEVELOPER/OWNER:

Kim McKeough Beaird Development LLC

Kim McKeough
(printed name)

WITNESS: By: C James Beaird
(signature)

Annie Harris C. James Beaird
(printed name)

Manager

STATE OF ALABAMA
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me this 19th day of July, 2018, by C. James Beaird as Manager (select one title: Manager/Member/Managing Member) of Beaird Development LLC (name of limited liability company). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Janice Z. Kraft
Signature of Notary

(Notary Seal) Janice Z. Kraft
Name of Notary (printed)

Escambia County, through its Board of County Commissioners

By:_____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____,200___

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.
By CM Crawford
Title Asst. Co. Attorney
Date 8/15/18

Exhibit "A"

LEGAL DESCRIPTION:

A portion of Section 23, Township 1 North, Range 31 West, Escambia County, Florida, more particularly described as follows:

Being at the northeast corner of Lot 10, Block F, Bentley Oaks ~ Unit 2, a single family residential lot subdivision of a portion of Section 23, Township 1 North, Range 31 West, Escambia County, Florida as recorded in Plat Book 18 at page 71 of the public records of said County; thence North 36 degrees 59'32" West (North 36 degrees 57'36" West exist) (this course and the next three course along the northerly line of said Bentley Oaks ~ Unit 2) for a distance of 118.22 feet; thence North 60 degrees 24'01" West (North 60 degrees 22'05" West exist)for a distance of 117.74 feet; thence North 82 degrees 25'02" West (North 82 degrees 23'06" West exist) for a distance of 107.94 feet; thence North 89 degrees 20'31" West (North 89 degrees 18'35" West exist) for a distance of 270.82 feet to the east line of Lot 2, Block F, said Bentley Oaks ~ Unit 2; thence North 00 degrees 28'54" East (North 00 degrees 30'50" East exist) along said east line and its northerly extension for a distance of 259.59 feet; thence North 79 degrees 03'32" East for a distance of 100.76 feet; thence North 67 degrees 40'57" East for a distance of 294.90 feet to a point on the southerly line of a parcel described in Official Record Book 6958 at page 124 of the public records of said County; thence South 50 degrees 55'35" East (this course and the next two courses along said southerly line) for a distance of 380.69 feet; thence South 50 degrees 12'02" East for a distance of 356.63 feet; thence South 88 degrees 37'19" East for a distance of 381.85 feet to the westerly right of way line of State Road #297A (100' R/W); thence South 00 degrees 48'53" West along said westerly right of way line for a distance of 528.36 feet; thence North 89 degrees 09'04" West for a distance of 329.00 feet; thence North 00 degrees 50'56" East for a distance of 227.94 feet; thence North 89 degrees 09'04" West for a distance of 190.20 feet; thence North 66 degrees 53'37" West for a distance of 117.00 feet; thence North 41 degrees 15'41" West for a distance of 217.19 feet to the point of beginning.

All lying and being in Section 23, Township 1 North, Range 31 West, Escambia County, Florida. Containing 12.43 acres, more or less.

Prepared by: Pittman, Glaze & Associates
5700 North Davis Highway, Suite 3
Pensacola, FL 32503

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: Bentley Oaks Unit 9

Lots & Blocks All **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	Escambia County	Escambia County
Bridge(s)	NA	
Retention Pond(s)	Beaird Development LLC	Beaird Development LLC
Stormwater Conveyance or Easements (rear yard)	Private	Private
Easements between lots (side yard)	Private	Private
Sewer Lift Station Central	ECUA	ECUA
Sewer System	ECUA	ECUA
Water System	ECUA	ECUA
Gas	Pensacola Energy	Pensacola Energy
Other (i.e. Clubhouse)	NA	NA

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

Beaird Development, LLC
Seller's Name
PO Box 160306
Address
Mobile, AL 36616
City, State, Zip Code

AS TO SELLER(S):

Seller's Name:_____ Witness' Name:_____

Seller's Name:_____ Witness' Name:_____

AS TO BUYER(S):

Buyer's Name:_____ Witness' Name:_____

Buyer's Name:_____ Witness' Name:_____

Effective:

Subdivision Name: Bentley Oaks Unit 9

Lot	Block	Type of Infrastructure	Responsible Entity	Ownership
26,27	G	Rear Utility Easement - width varies	Homeowner / ECUA	Homeowner
24,25	G	20' Rear Utility Easement	Homeowner / ECUA	Homeowner
1,2,3,36		20' Utility Easement	Homeowner / ECUA	Homeowner
20,21	G	Underground Electric Power Easement	Homeowner / Gulf Power	Homeowner
3,4,5	G	7.5' Private Drainage Easement	Homeowner / HOA	Homeowner
24-36	G	15' Public Drainage / County Access Easement	Homeowner / County	Homeowner
4,5,14,15,27,28, 35,36	G	20' Drainage/ County Access Easement	Homeowner / County	Homeowner
All	G	5' Gulf Power Easement along all lots adjacent to County Right-of-Way	Homeowner / Gulf Power	Homeowner
All	G	5' Drainage Easement on all side and rear lot lines unless noted otherwise hereon	Homeowner / HOA	Homeowner

Notes:

1. ECUA is Emerald Coast Utitity Authority
2. HOA is Bentley Oaks Unit 9 Homeowners Association

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14768 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Schedule a Public Hearing Regarding the Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant (JAG): Local Solicitation
From: Derek Whidden, Grants Coordinator
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing Regarding the Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation - Derek Whidden, Risk Manager, Escambia County Sheriff's Office

That the Board authorize the scheduling of a Public Hearing on October 4th, 2018, at 5:31 p.m., for the purpose of receiving public comments concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2018 Local Solicitation Project funding.

BACKGROUND:

The Department of Justice requires applicants allow for public comment prior to the award of any funding under this program on its intended uses to the extent applicable law or established procedures make such opportunity available.

BUDGETARY IMPACT:

There are no matching funds required by this application.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The grant will be managed by the Sheriff's Office.

Attachments

JAG 18 Local Solicitation

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

FY 2018 Local Solicitation

Applications Due: August 22, 2018

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as Appendix A.

In addition, as discussed further below, in order to validly accept a Fiscal Year (FY) 2018 JAG award, the chief legal officer of the applicant unit of local government must properly execute, and the unit of local government must submit, the specific certifications regarding compliance with certain federal laws attached to this solicitation as Appendix B and Appendix C. (Note: this requirement does not apply to Indian tribal governments.) (The text of the relevant federal laws appears in Appendix D.)

Eligible allocations under JAG are posted annually on the JAG web page.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Deadline

Applicants must register in the OJP Grants Management System (GMS) at https://grants.ojp.usdoj.gov/ prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 5 p.m. eastern time on August 22, 2018.

For additional information, see How to Apply in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application. Additional information on reporting technical issues appears under "Experiencing Unforeseen GMS Technical Issues" in How to Apply in Section D. Application and Submission Information.

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830, or by web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA State Policy Advisor.

Release date: July 20, 2018

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Edward Byrne Memorial Justice Assistance (JAG)
Grant Program
FY 2018 Local Solicitation
CFDA #16.738

A. Program Description

Overview
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2018 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

Statutory Authority: The JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10158), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds – In general
In general, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used for any purpose indicated in Appendix F.

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime

prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

Under the JAG Program, units of local government may also use award funds for broadband deployment and adoption activities as they relate to criminal justice activities.

Limitations on the use of JAG funds
Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist,** making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

***Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

For information related to requesting a waiver to obtain BJA certification for a listed prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs.

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

Prohibition of supplanting; no use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the JAG FAQs for examples of supplanting.

Although supplanting is prohibited, as discussed under What An Application Should Include, the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

Other restrictions on use of funds – If a unit of local government chooses to use its FY 2018 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions:

- Body-Worn Cameras (BWC)
  A unit of local government that proposes to use FY 2018 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: https://www.bja.gov/Funding/BodyWornCameraCert.pdf.

  A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

  Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

  The BJA BWC Toolkit provides model BWC policies and best practices to assist departments in implementing BWC programs.

  Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the BWC web page for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- Body Armor
  Body armor purchased with FY 2018 JAG funds may be purchased at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor purchased with FY 2018 JAG funds must be made in the United States, and must be "uniquely fitted." *See* 34 U.S.C. § 10202(c)(1)(A). For a definition of "uniquely fitted" and more information about requirements associated with body armor purchases, see the JAG FAQs.

  A unit of local government that proposes to use FY 2018 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving body armor has a written "mandatory wear" policy in effect. *See* 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at https://www.bja.gov/Funding/JAGFAQ.pdf.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the BVP web page. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. *It is also important to note that eligibility for the BVP Program is impacted by a local jurisdiction's use of funds under a local JAG award to purchase body armor.* For additional information on the BVP Program, and eligibility restrictions related to receipt of JAG funding, review the BVP FAQs.

- Interoperable Communications

  Units of local government (and subrecipients) that use FY 2018 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission Waiver Order) should review FY 2018 SAFECOM Guidance. The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2018 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the fulltime Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov. All communications equipment purchased with FY 2018 JAG Program funding should be identified during quarterly performance metrics reporting.

  Further, information sharing projects funded with FY 2018 JAG funds must comply with DOJ's Global Justice Information Sharing Initiative guidelines, as applicable, in order to

promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://www.it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance to the GSP and an appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration. FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). The NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission critical voice communications will continue to occur on land mobile radio, in time, FirstNet is expected to provide the public safety entities with mission critical broadband data capabilities and services including, but not limited to: messaging; image sharing; video streaming; group text; voice; data storage; applications; location-based services; and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service once your state or territory opts in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state plan's process, FirstNet's history and promise, and how it plans to ensure the FirstNet network meets the needs of public safety—every day and in every emergency—visit www.FirstNet.gov or contact info@firstnet.gov.

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database
  If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA.

  In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

- Entry of Records into State Repositories
  As appropriate and to the extent consistent with law, a condition may be imposed that would require the following: With respect to any "program or activity" that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations, a system must be in place to ensure that all such

NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Requirements specific to "disparate" jurisdictions
According to the JAG program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. *See* 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not; yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality's award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.

- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county's award amount.

- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county's award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to: www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to "applicant" or "recipient" includes each fiscal agent applying on behalf of a disparate group. Further, "subrecipients" includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

Required compliance with applicable federal laws
By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2018 JAG award must certify that the unit of local government will "comply with all provisions of [the JAG Program statute] and all other applicable Federal laws." To satisfy this requirement, each unit of local government applicant must submit three properly executed certifications using the forms shown in Appendices A, B, and C.

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a

certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2018 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

National Incident-Based Reporting System (NIBRS) 3 percent set-aside
In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. *See* 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI's 2021 NIBRS compliance deadline, beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2018 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction receives a waiver from the BJA Director, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

Units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, may submit a waiver to the BJA Director requesting an exemption from the 3 percent set-aside requirement. The waiver request from an appropriate local official must clearly state that the unit of local government has been certified as NIBRS compliant by their state, or directly by the FBI, and should be submitted with the application, or, as appropriate, through request for a Grant Adjustment Notice after an award is made. In any instance in which a waiver

request is submitted, the unit of local government must retain documentation on file that demonstrates the state or FBI certification of NIBRS-compliance. Such documentation must be made available for BJA review, upon request. The BJA Director will review all requests for waivers. If approved, states will not be subject to the 3 percent set-aside requirement.

Note: U.S. Territories and tribal jurisdictions will not be subject to the 3 percent set-aside for NIBRS-compliance until FY 2019. Tribal jurisdictions and the five U.S. territories are strongly encouraged to dedicate a portion of JAG funding to NIBRS conversion; however, this is not a requirement for FY 2018 JAG funding. Utilizing this phased-in approach will allow the territories and tribal jurisdictions to plan for the change in funding direction and provide BJA with time to coordinate or provide any necessary technical assistance surrounding this topic.

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2018 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages states to tailor their programs to the local crime issues, and to be data-informed in their work. States should consider investing JAG funds in programs to combat gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. States are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the *Preliminary 2017 Law Enforcement Officer Fatalities Report*, released by the National Law Enforcement Officers Memorial Fund (NLEOMF), as of December 28, 2017, there were 128 law enforcement line-of-duty deaths nationwide in 2017. Firearms-related deaths were the second leading cause of law enforcement deaths (44) in 2017, according to the NLEOMF report. Of those deaths, the leading circumstance was officers shot while responding to a domestic disturbance (7), followed by traffic enforcement, investigative activities, and dealing with a suspicious person or vehicle—6 instances in each circumstance. Additionally, deaths due to circumstances other than firearms- or traffic-related deaths increased by 61 percent in 2017, with 37 deaths compared to 23 in 2016. Sixteen of those deaths were due to job-related illnesses, including 10 due to heart attacks.

Based on the latest reports (2016 and 2015) from the FBI's *Law Enforcement Officers Killed and Assaulted* (LEOKA) data, there appeared to be a continuing increase in assaults between 2015 and 2016. There were 57,180 assaults in 2016 versus 50,212 in 2015. Of those, 16,535 resulted in officer injuries in 2016 compared to 14,281 in 2015. The 2016 LEOKA reports that

there were 17 officers killed in ambush situations, which is an increase from 2015 when 4 officers were killed in ambush situations.

BJA sees a vital need to focus not only on tactical officer safety concerns, but also on health and wellness as they affect officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages states to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the BJA VALOR Initiative, as well as funding for health and wellness programs for law enforcement officers.

Border Security – Securing U.S. borders (and internationally accessible waterways and -airports) is critically important to the reduction and prevention of transnational drug-trafficking networks and combating all forms of human trafficking within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from and within the United States contribute to a significant increase in violent crime and U.S. deaths. BJA encourages units of local government to enhance border, waterway, and port security by using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as cooperation and coordination among federal, state, local, and tribal law enforcement agencies.

Collaborative Prosecution and Law Enforcement – BJA supports strong partnerships between prosecutors and law enforcement, at all levels of government, in order to help take violent offenders off the street. BJA strongly encourages state and local law enforcement agencies to foster strong partnerships with federal law enforcement agencies, and with their own prosecutors, as well as federal prosecutors, to adopt new, cost-effective, collaborative strategies to reduce crime, particularly violent crime. (BJA's Innovative Prosecution Solutions Initiative is a related effort to promote partnerships between prosecutors and researchers to develop and deliver effective, data-driven, evidence-based strategies to solve chronic problems and fight crime.)

Objectives and Deliverables
In general, the FY 2018 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the General Information about Post-federal Award Reporting Requirements discussion, a state that receives an FY 2018 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives and deliverables are directly related to the JAG Program accountability measures at https://bjapmt.ojp.gov/help/jagdocs.html.

Evidence-based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The OJP CrimeSolutions.gov website at https://www.crimesolutions.gov/ is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through BJA's Matrix Demonstration Project. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see https://www.bja.gov/Programs/CRPPE/innovationssuite.html). BJA encourages states to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities
The Department of Justice has prioritized the use of evidence-based programming and deems it critical to continue to build and expand the evidence informing criminal and juvenile justice programs and crime victim services to reach the highest level of rigor possible. Therefore, applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. Recipients and subrecipients will be expected to cooperate with program-related assessments or evaluation efforts, including through the collection and provision of information or data requested by OJP (or its designee) for the assessment or evaluation of any activities and/or outcomes of those activities funded under this solicitation. The information or data requested may be in addition to any other financial or performance data already required under this program.

BJA Success Stories
The BJA-sponsored Success Stories web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a state has a success story it would like to submit, it may be submitted through My BJA account, using "add a Success Story" and the Success Story Submission form. Register for a My BJA account using this registration link.

B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated $84,500,000.

Awards of at least $25,000 are 4 years in length, and performance periods will be from October 1, 2017 through September 30, 2021. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than $25,000 are 2 years in length, and performance periods will be from October 1, 2017 through September 30, 2019. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award
BJA expects that any award under this solicitation will be in the form of a grant. See Statutory and Regulatory Requirements; Award Conditions, under Section F. Federal Award Administration Information, for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

(1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).

(2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.

(3) Dividing each state's final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.

(4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is $10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the "eligible award amount" to a particular unit of local government, as determined on this basis, is less than $10,000, however, the funds are not made available for a direct award to that particular unit of local government, but

instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to "disparate" jurisdictions are summarized above).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities[1]) must, as described in the Part 200 Uniform Requirements[2] as set out at 2 C.F.R. 200.303:

(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

(c) Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or [the recipient (or any subrecipient)] considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

To help ensure that applicants understand the administrative requirements and cost principles, OJP encourages prospective applicants to enroll, at no charge, in the DOJ Grants Financial Management Online Training, available at https://ojpfgm.webfirst.com/. (This training is required for all OJP award recipients.)

Also, applicants should be aware that OJP collects information from applicants on their financial management and systems of internal controls (among other information) which is used to make award decisions. Under Section D. Application and Submission Information, applicants may access and review the OJP Financial Management and System of Internal Controls Questionnaire (https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf) that OJP requires **all** applicants (other than an individual applying in his/her personal capacity) to download, complete, and submit as part of the application.

[1] For purposes of this solicitation, the phrase "pass-through entity" includes any recipient or subrecipient that provides a subaward ("subgrant") to carry out part of the funded award or program.

[2] The "Part 200 Uniform Requirements" refers to the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

Budget and Financial Information
Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)). Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis. **For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.**

Cost Sharing or Match Requirement
The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm.

Pre-agreement Costs (also known as Pre-award Costs)
Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.)

Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section on Costs Requiring Prior Approval in the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such

events, available at: https://www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients, as well as some conference, meeting, and training costs for grant recipients; and (3) set cost limits, which include a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)
If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

C. Eligibility Information

For information on eligibility, see the title page.

Note that, as discussed in more detail below, the certifications regarding compliance with certain federal laws. (See Appendices B and C) must be executed and submitted before a unit of local government (other than an Indian tribal government) can make a valid award acceptance. Also, a unit of local government may not access award funds (and its award will include a condition that withholds funds) until it submits a properly executed "Certifications and Assurances by Chief Executive of Applicant Government." (See Appendix A).

D. Application and Submission Information

What an Application Should Include
This section describes in detail what an application should include. An applicant should anticipate that if it fails to submit an application that contains all of the specified elements, it may negatively affect the review of its application; and, should a decision be made to make an award, it may result in the inclusion of award conditions that preclude the recipient from accessing or using award funds until the recipient satisfies the conditions and OJP makes the funds available.

NOTE: OJP has combined the Budget Detail Worksheet and Budget Narrative in a single document collectively referred to as the Budget Detail Worksheet. See "Budget Information and Associated Documentation" below for more information about the Budget Detail Worksheet and where it can be accessed.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "Budget Detail Worksheet," "Timelines," "Memoranda of Understanding,"

"Résumés") for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Please review the "Note on File Names and File Types" under How to Apply to be sure applications are submitted in permitted formats.

In general, if a unit of local government fails to submit required information or documents, OJP either will return the unit of local government's application in the Grants Management System (GMS) for submission of the missing information or documents, or will attach a condition to the award that will withhold award funds until the necessary information and documents are submitted. (As discussed elsewhere in this solicitation, the certification regarding compliance with certain federal laws—which are set out at Appendix B and Appendix C—will be handled differently. Unless and until those certifications are submitted, the unit of local government (other than an Indian tribal government) will be unable to make a valid acceptance of the award.)

1. **Information to Complete the Application for Federal Assistance (SF-424)**
   The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

   To avoid processing delays, an applicant must include an accurate legal name on its SF-424. Current OJP award recipients, when completing the field for "Legal Name," should use the same legal name that appears on the prior year award document, which is also the legal name stored in OJP's financial system. On the SF-424, enter the Legal Name in box 5 and Employer Identification Number (EIN) in box 6 exactly as it appears on the prior year award document. An applicant with a current, active award(s) must ensure that its GMS profile is current. If the profile is not current, the applicant should submit a Grant Adjustment Notice updating the information on its GMS profile prior to applying under this solicitation.

   A new applicant entity should enter its official legal name, its address, its EIN, and its Data Universal Numbering System (DUNS). A new applicant entity should attach official legal documents to its application (e.g., articles of incorporation, 501(c)(3) status documentation, organizational letterhead) to confirm the legal name, address, and EIN entered into the SF-424. OJP will use the System for Award Management (SAM) to confirm the legal name and DUNS number entered in the SF-424; therefore, an applicant should ensure that the information entered in the SF-424 matches its current registration in SAM. See the How to Apply section for more information on SAM and DUNS numbers.

   Intergovernmental Review:
   This solicitation ("funding opportunity") **is** subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 16 once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 16 by

selecting the response that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

The following sections **should** be included as part of the program narrative[3]:

a. Description of the Issues – Identify the unit of local government's strategy/funding priorities for the FY 2018 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.

b. Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice criminal/juvenile justice agencies in the state.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance measures that demonstrate the results of the work carried out under the award (see "General Information about Post-Federal Award Reporting Requirements" in Section F. Federal Award Administration Information). The performance measures data directly relate to the objectives and deliverables identified under Objectives and Deliverables in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

Post award, recipients will be required to submit quarterly performance metrics through BJA's Performance Measurement Tool (PMT), located at: https://bjapmt.ojp.gov. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: https://bjapmt.ojp.gov/help/jagdocs.html.

[3] For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under Section D. Application and Submission Information.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements, likely do not constitute "research." Each applicant should provide sufficient information for OJP to determine whether the particular project it proposes would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research that appears at 28 C.F.R. Part 46 ("Protection of Human Subjects").

Research, for the purposes of human subjects protection for OJP-funded programs, is defined as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge." 28 C.F.R. 46.102(d).

For additional information on determining whether a proposed activity would constitute research for purposes of human subjects protection, applicants should consult the decision tree in the "Research and the Protection of Human Subjects" section of the "Requirements related to Research" web page of the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" available through the OJP Funding Resource Center at https://ojp.gov/funding/index.htm. Every prospective applicant whose application may propose a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. **Budget and Associated Documentation**

The Budget Detail Worksheet and the Budget Narrative are now combined in a single document collectively referred to as the Budget Detail Worksheet. The Budget Detail Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. Additionally, the Excel workbook contains worksheets for multiple budget years that can be completed as necessary. **All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties.** If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, then the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version.

Both versions of the Budget Detail Worksheet can be accessed at https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet.htm.

a. Budget Detail Worksheet

The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with grant funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the proposed budget detail worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). **This narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

An applicant should demonstrate in its budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the objectives of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The budget narrative should be mathematically sound and correspond clearly with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes, but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the budget narrative should describe costs by year

c. Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any)

Applicants for OJP awards typically may propose to make "subawards." Applicants also may propose to enter into procurement "contracts" under the award.

Whether an action—for federal grants administrative purposes—is a subaward or procurement contract is a critical distinction as significantly different rules apply to subawards and procurement contracts. If a recipient enters into an agreement that is a subaward of an OJP award, specific rules apply—many of which are set by federal statutes and DOJ regulations; others by award conditions. These rules place particular responsibilities on an OJP recipient for any subawards the OJP recipient may make. The rules determine much of what the written subaward agreement itself must require or provide. The rules also determine much of what an OJP recipient must do both before and after it makes a subaward. If a recipient enters into an agreement that is a

procurement contract under an OJP award, a substantially different set of federal rules applies.

OJP has developed the following guidance documents to help clarify the differences between subawards and procurement contracts under an OJP award and outline the compliance and reporting requirements for each. This information can be accessed online at https://ojp.gov/training/training.htm.

- Subawards under OJP Awards and Procurement Contracts under Awards: A Toolkit for OJP Recipients.
- Checklist to Determine Subrecipient or Contractor Classification.
- Sole Source Justification Fact Sheet and Sole Source Review Checklist.

In general, the central question is the relationship between what the third-party will do under its agreement with the recipient and what the recipient has committed (to OJP) to do under its award to further a public purpose (e.g., services the recipient will provide, products it will develop or modify, research or evaluation it will conduct). If a third party will provide some of the services the recipient has committed (to OJP) to provide, will develop or modify all or part of a product the recipient has committed (to OJP) to develop or modify, or conduct part of the research or evaluation the recipient has committed (to OJP) to conduct, OJP will consider the agreement with the third party a subaward for purposes of federal grants administrative requirements.

This will be true **even if** the recipient, for internal or other non-federal purposes, labels or treats its agreement as a procurement, a contract, or a procurement contract. Neither the title nor the structure of an agreement determines whether the agreement–for purposes of federal grants administrative requirements–is a "subaward" or is instead a procurement "contract" under an award. The substance of the relationship should be given greater consideration than the form of agreement between the recipient and the outside entity.

1. **Information on proposed subawards and required certifications regarding certain federal laws from certain subrecipients**

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by units of local government under the JAG Program.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation and is not sufficiently described and justified in the

application as approved by OJP, the recipient will be required, post award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative, but also in the Budget Detail Worksheet and Budget Narrative.

Required certifications, generally relating to various federal statutes, from any proposed subrecipient that is a state or local government entity. Before a unit of local government may subaward FY 2018 award funds to another unit of local government or to a public institution of higher education, it will be required (by specific award condition, the terms of which will govern) to obtain a properly executed certification, generally relating to various specific federal laws, from the proposed subrecipient. (This requirement regarding these federal laws will not apply to subawards to Indian tribes). The specific certification the unit of local government must require from another unit of local government will vary somewhat from the specific certification it must require from a public institution of higher education. The forms will be posted and available for download at: https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm.

2. Information on proposed procurement contracts (with specific justification for proposed noncompetitive contracts over $150,000)

Unlike a recipient contemplating a subaward, a recipient of an OJP award generally does not need specific prior federal authorization to enter into an agreement that—for purposes of federal grants administrative requirements—is considered a procurement contract, **provided that** (1) the recipient uses its own documented procurement procedures and (2) those procedures conform to applicable federal law, including the Procurement Standards of the (DOJ) Part 200 Uniform Requirements (as set out at 2 C.F.R. 200.317 - 200.326). The Budget Detail Worksheet and budget narrative should identify proposed procurement contracts. (As discussed above, subawards must be identified and described separately from procurement contracts.)

The Procurement Standards in the Part 200 Uniform Requirements, however, reflect a general expectation that agreements that (for purposes of federal grants administrative requirements) constitute procurement "contracts" under awards will be entered into on the basis of full and open competition. All noncompetitive (sole source) procurement contracts must meet the OJP requirements outlined at https://ojp.gov/training/subawards-procurement.htm. If a proposed procurement contract would exceed the simplified acquisition threshold—currently, $150,000—a recipient of an OJP award may not proceed without competition unless and until the recipient receives specific advance authorization from OJP to use a non-competitive approach for the procurement. An applicant that (at the time of its application) intends—without competition—to enter into a procurement contract that would exceed $150,000 should include a detailed justification that explains to OJP why, in the particular circumstances, it is appropriate to proceed without competition.

If the applicant receives an award, sole source procurements that do not exceed the Simplified Acquisition Threshold (currently $150,000) must have written justification for the noncompetitive procurement action maintained in the procurement file. If a procurement file does not have the documentation that meets the criteria outlined in 2 C.F.R. 200, the procurement expenditures may not be allowable. Sole source procurement over the $150,000 Simplified Acquisition Threshold must have prior approval from OJP using a Sole Source Grant Adjustment Notice (GAN). Written documentation justifying the noncompetitive procurement must be submitted with the GAN and maintained in the procurement file.

d. Pre-Agreement Costs
For information on pre-agreement costs, see Section B. Federal Award Information.

5. Indirect Cost Rate Agreement (if applicable)
Indirect costs may be charged to an award only if:

(a) The recipient has a current (unexpired), federally approved indirect cost rate; or
(b) The recipient is eligible to use, and elects to use, the “de minimis” indirect cost rate described in the (DOJ) Part 200 Uniform Requirements, as set out at 2 C.F.R. 200.414(f).

Note: This rule does not eliminate or alter the JAG-specific restriction in federal law that charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

An applicant with a current (unexpired) federally approved indirect cost rate is to attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant’s accounting system permits, applicants may propose to allocate costs in the direct cost categories.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 1–800–458–0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at: www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

Certain OJP recipients have the option of electing to use the “de minimis” indirect cost rate. An applicant that is eligible to use the “de minimis” rate that wishes to use the "de minimis" rate should attach written documentation to the application that advises OJP of both-- (1) the applicant’s eligibility to use the “de minimis” rate, and (2) its election to do so. If an eligible applicant elects the “de minimis” rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The "de minimis" rate may no longer be used once an approved federally-negotiated indirect cost rate is in place. (No entity that ever has had a federally-approved negotiated indirect cost rate is eligible to use the "de minimis" rate.) For the “de minimis” rate requirements (including additional information on eligibility to elect to use the rate), see Part 200 Uniform Requirements, at 2 C.F.R. 200.414(f).

6. Tribal Authorizing Resolution

A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

Every OJP applicant is to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) located at https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf as part of its application. The Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process.

The Questionnaire should only be completed by financial staff most familiar with the applicant's systems, policies, and procedures in order to ensure that the correct responses are recorded and submitted to OJP. The responses on the Questionnaire directly impact the pre-award risk assessment and should accurately reflect the applicant's financial management and internal control system at the time of the application. The pre-award risk assessment is only one of multiple factors and criteria used in determining funding. However, a pre-award risk assessment that indicates that an applicant poses a higher risk to OJP may affect the funding decision and/or result in additional reporting requirements, monitoring, special conditions, withholding of award funds, or other additional award requirements.

Among other things, the form requires each applicant to disclose whether it currently is designated "high risk" by a federal grant-making agency outside of DOJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant. If an applicant is designated high risk by another federal awarding agency, the applicant must provide the following information:

- The federal awarding agency that currently designates the applicant high risk.
- The date the applicant was designated high risk.
- The high risk point of contact at that federal awarding agency (name, phone number, and email address).
- The reasons for the high risk status, as set out by the federal awarding agency.

OJP seeks this information to help ensure appropriate federal oversight of OJP awards. An applicant that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an OJP award. OJP may, however, consider the

information in award decisions, and may impose additional OJP oversight of any award under this solicitation (including through the conditions that accompany the award document).

8. Disclosure of Lobbying Activities

Each applicant must complete and submit a Disclosure of Lobbying Activities form (SF-LLL). An applicant that expends any funds for lobbying activities is to provide all of the information requested on the form. An applicant that does not expend any funds for lobbying activities is to enter "N/A" in the text boxes for item 10 ("a. Name and Address of Lobbying Registrant" and "b. Individuals Performing Services").

9. Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached to this solicitation as Appendix A.

OJP will not deny an application for an FY 2018 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

10. Certifications by the Chief Legal Officer of the Applicant Government

The chief legal officer of an applicant unit of local government (e.g., the City Attorney) is to carefully review the two certifications attached to this solicitation as Appendix B and Appendix C. If the chief legal officer determines that he or she may execute the certifications, the unit of local government is to submit the certification as part of its application. (Note: this requirement does not apply to Indian tribal governments.)

As discussed further in the Federal Award Notices section, a unit of local government (other than an Indian tribal government) applicant will be **unable to make a valid award acceptance** of an FY 2018 JAG award unless and until both properly executed certifications by its chief legal officer are received by OJP on or before the day the unit of local government submits an executed award document.

11. Additional Attachments

a. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

(3) If yes to either:

- Please provide a copy of each law or policy;

- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

See Appendix E for a template that applicants may use to prepare this attachment.

Note: Responses to these questions must be provided by the applicant as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for an FY 2018 award for failure to submit these required responses by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these responses.

b. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation and (2) would cover identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward ("subgrant") federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable federal or state funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Federal or State Funding Agency
DOJ/Office of Community Oriented Policing Services (COPS)	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
Health & Human Services/ Substance Abuse and Mental Health Services Administration	Drug-Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

SAMPLE

Each applicant should include the table as a separate attachment to its application. The file should be named "Disclosure of Pending Applications." The applicant Legal Name on the application must match the entity named on the disclosure of pending applications statement.

Any applicant that does not have any pending applications as described above is to submit, as a separate attachment, a statement to this effect: "[Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application."

c. Research and Evaluation Independence and Integrity (if applicable)

If an application involves research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant must demonstrate independence and integrity regarding both this proposed research and/or evaluation, and any current or prior related projects.

Each application should include an attachment that addresses **both** i. and ii. below.

i. For purposes of this solicitation, each applicant is to document research and evaluation independence and integrity by including one of the following two items:

   a. A specific assurance that the applicant has reviewed its application to identify any actual or potential apparent conflicts of interest (including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients), and that the applicant has identified no such conflicts of interest—whether personal or financial or organizational (including on the part of the applicant entity or on the part of staff, investigators, or subrecipients)—that could affect the

independence or integrity of the research, including the design, conduct, and reporting of the research.

OR

b. A specific description of actual or potential apparent conflicts of interest that the applicant has identified—including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients—that could affect the independence or integrity of the research, including the design, conduct, or reporting of the research. These conflicts may be personal (e.g., on the part of investigators or other staff), financial, or organizational (related to the applicant or any subrecipient entity). Some examples of potential investigator (or other personal) conflict situations are those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization would not be given an award to evaluate a project, if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), because the organization in such an instance might appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation, each applicant is to address possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

a. If an applicant reasonably believes that no actual or potential apparent conflicts of interest (personal, financial, or organizational) exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. The applicant also is to include an explanation of the specific processes and procedures that the applicant has in place, or will put in place, to identify and prevent (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OR

b. If the applicant has identified actual or potential apparent conflicts of interest (personal, financial, or organizational) that could affect the independence and integrity of the research, including the design, conduct,

or reporting of the research, the applicant is to provide a specific and robust mitigation plan to address each of those conflicts. At a minimum, the applicant is expected to explain the specific processes and procedures that the applicant has in place, or will put in place, to identify and eliminate (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OJP will assess research and evaluation independence and integrity based on considerations such as the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the applicant entity (and any subrecipients) in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

d. Local Governing Body Review

Applicants must submit information via the Certification and Assurances by the Chief Executive (See Appendix A) which documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not less than 30 days before the application was submitted to BJA. The same Chief Executive Certification will also specify that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available. In the past, this has been accomplished via submission of specific review dates; now, OJP will only accept a chief executive's certification to attest to these facts. Units of local government may continue to submit actual dates of review, should they wish to do so, in addition to the submission of the Chief Executive Certification.

How to Apply

An applicant must submit its application through the Grants Management System (GMS), which provides support for the application, award, and management of awards at OJP. Each applicant entity **must register in GMS for each specific funding opportunity** and should **register promptly** to meet the GMS registration deadline for this funding opportunity, especially if this is the first time the applicant is using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. An applicant that experiences technical difficulties during this process should email GMS.HelpDesk@usdoj.gov or call 888–549–9901 (option 3), available 24 hours a day, 7 days a week, including on federal holidays. OJP recommends that each applicant **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip." GMS may reject applications with files that use these extensions. It is important to allow time to change the type of file(s) if the application is rejected.

Unique Entity Identifier (DUNS Number) and System for Award Management (SAM)
Every applicant entity must comply with all applicable System for Award Management (SAM) and unique entity identifier (currently, a Data Universal Numbering System [DUNS] number) requirements. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients. A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. More detailed information about SAM and the DUNS number is in the numbered sections below.

If an applicant entity has not fully complied with the applicable SAM and unique identifier requirements by the time OJP makes award decisions, OJP may determine that the applicant is not qualified to receive an award and may use that determination as a basis for making the award to a different applicant.

If the applicant entity already has an Employer Identification Number (EIN), the SAM registration will take **up to two weeks to process**. If the entity does not have an EIN, then **the applicant should allow two to five weeks for obtaining the information from IRS when requesting the EIN via phone, fax, mail or Internet**. For more information about EIN, visit https://www.irs.gov/individuals/international-taxpayers/taxpayer-identification-numbers-tin.

Registration and Submission Steps
All applicants should complete the following steps:

1. **Acquire a unique entity identifier (DUNS number).** In general, the Office of Management and Budget requires every applicant for a federal award (other than an individual) to include a "unique entity identifier" in each application, including an application for a supplemental award. Currently, a DUNS number is the required unique entity identifier.

   This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants, recipients, and subrecipients. It will be used throughout the life cycle of an OJP award. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866–705–5711 to obtain a DUNS number or apply online at www.dnb.com/. A DUNS number is usually received within 2 business days.

2. **Acquire or maintain registration with SAM.** Any applicant for an OJP award creating a **new** entity registration (or updating or renewing a registration) in SAM.gov must submit an original, signed notarized letter appointing the authorized Entity Administrator within thirty (30) days of the registration activation. **Notarized letters must be submitted via U.S. Postal Service Mail. Read the Alert at www.sam.gov to learn more about what is required in the notarized letter, and read the Frequently Asked Questions (FAQs) at www.gsa.gov/samupdate to learn more about this process change.**

   All applicants for OJP awards (other than individuals) must maintain current registrations in the SAM database. Applicants will need the authorizing official of the organization and an Employer Identification Number (EIN).

   Information about SAM registration procedures can be accessed at https://www.sam.gov/.

3. **Acquire a GMS username and password**. New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt. Previously registered

applicants should ensure, prior to applying, that the user profile information is up-to-date in GMS (including, but not limited to, address, legal name of agency and authorized representative) as this information is populated in any new application.

4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requires each applicant to verify its SAM registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select "BJA" and "**FY 18 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program."**

6. **Register by selecting the "Apply Online" button associated with the funding opportunity title.** The search results from step 5 will display the "funding opportunity" (solicitation) title along with the registration and application deadlines for this solicitation. Select the "Apply Online" button in the "Action" column to register for this solicitation and create an application in the system.

7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once the application is submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date.

Note: Application Versions
If an applicant submits multiple versions of the same application, OJP will review **only** the most recent system-validated version submitted.

Experiencing Unforeseen GMS Technical Issues
An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline may contact the GMS Help Desk or the SAM Help Desk (Federal Service Desk) at https://www.fsd.gov/fsd-gov/home.do to report the technical issue and receive a tracking number. The applicant must email the NCJRS Response Center identified in the Contact Information section on the title page **within 24 hours after the application deadline** to request approval to submit its application after the deadline. The applicant's email must describe the technical difficulties, and must include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s).

Note: OJP does not automatically approve requests to submit a late application. After OJP reviews the applicant's request, and contacts the GMS Help Desk to verify the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the untimely application submission was due to the applicant's failure to follow all required procedures, OJP will deny the applicant's request to submit its application.

The following conditions generally are insufficient to justify late submissions to OJP solicitations:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete.)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment such as issues with firewalls

E. Application Review Information

Review Process
OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to help ensure that JAG program-statute requirements have been met.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by applicants. Among other things, to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $150,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System; "FAPIIS").

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant. The evaluation of risks goes beyond information in SAM, however. OJP itself has in place a framework for evaluating risks posed by applicants. OJP takes into account information pertinent to matters such as:

(1) Applicant financial stability and fiscal integrity
(2) Quality of the management systems of the applicant, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide
(3) Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies
(4) Reports and findings from audits of the applicant, including audits under the (DOJ) Part 200 Uniform Requirements
(5) Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices
Award notifications are expected to be made by September 30, 2018. OJP sends award notifications by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and steps to take in GMS to start the award acceptance process. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.

NOTE: In order to validly accept an award under the FY 2018 JAG Program, a unit of local government (other than an Indian tribal government) must submit to GMS the certification by its chief legal officer regarding compliance with certain federal laws, executed using the forms that appear in Appendices B and C. (The forms also may be downloaded at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm.) Unless the executed certifications either (1) are submitted to OJP together with the signed award document or (2) are uploaded in GMS no later than the day the signed award document is submitted, **OJP will reject as invalid** any submission by a unit of local government (other than an Indian tribal government) that purports to accept an award under this solicitation.

Rejection of an initial submission as an invalid award acceptance is not a denial of the award. Consistent with award requirements, once the unit of local government **does** submit the necessary certification regarding compliance with certain federal laws, the unit of local government **will** be permitted to submit an award document executed by the unit of local government on or after the date of those certifications.

Also, in order for an applicant validly to accept an award under the FY 2018 JAG program, an individual with the necessary authority to bind the applicant will be required to log in; execute a set of legal certifications and a set of legal assurances; designate a financial point of contact; thoroughly review the award, including **all** award conditions; and sign and accept the award. The award acceptance process requires physical signature of the award document by the authorized representative and the scanning of the fully-executed award document (along with the required certifications regarding compliance with certain federal laws, if not already uploaded in GMS) to OJP.

Statutory and Regulatory Requirements; Award Conditions
If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

Applicants should consult the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards," available in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm. In addition, applicants should examine the

following two legal documents, as each successful applicant must execute both documents in GMS before it may receive any award funds. (An applicant is not required to submit these documents as part of an application.)

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

- Certified Standard Assurances

The web pages accessible through the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" are intended to give applicants for OJP awards a general overview of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants and cooperative agreements awarded in FY 2018. Individual OJP awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

Individual FY 2018 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the "program or activity" that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
  (1) communication to/from the Department of Homeland Security ("DHS") of information regarding the citizenship or immigration status of any individual; and
  (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).

- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).

- Not to violate, or aid or abet any violation of, 8 U.S.C. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal, harbor, or shield from detection, or attempt to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts … "or aid or abet the commission of any of the preceding acts").

- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released") and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours' advance notice to DHS regarding the

scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.

- Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized requests from DHS that is encompassed by these conditions, will be allowable costs under the award.

General Information about Post-federal Award Reporting Requirements
In addition to the deliverables described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed $500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP website at: https://ojp.gov/funding/FAPIIS.htm.

Data on performance measures. In addition to required reports, each award recipient also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, OJP will require any award recipient, post award, to provide accountability metrics data as part of regular progress reporting. Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at https://bjapmt.ojp.gov. The accountability measures are available at: https://bjapmt.ojp.gov/help/jagdocs.html. (Note: if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.) Successful applicants will be required to access OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

OJP may restrict access to award funds if a recipient of an OJP award fails to report the required accountability metrics data in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page.

For contact information for GMS, see the title page.

H. Other Information

Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)
All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request pursuant to FOIA if DOJ determines that the responsive information either is protected under the Privacy Act or falls within the scope of one of nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to FOIA not to release some or all portions of an application.

In its review of records that are responsive to a FOIA request, OJP will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets, and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, OJP will request the views of the applicant/recipient that submitted a responsive document.

For example, if OJP receives a request pursuant to FOIA for an application submitted by a nonprofit or for-profit organization or an institution of higher education, or for an application that involves research, OJP typically will contact the applicant/recipient that submitted the application and ask it to identify—quite precisely—any particular information in the application that applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, OJP makes an independent assessment regarding withholding information. OJP generally follows a similar process for requests pursuant to FOIA for applications that may contain law-enforcement sensitive information.

Provide Feedback to OJP
To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This email is for feedback and suggestions only. OJP does **not** reply to messages it receives in this mailbox. A prospective applicant that has specific questions on any program or technical aspect of the solicitation **must** use the appropriate telephone number or email listed on the front of this solicitation document to obtain information. These contacts are provided to help ensure that prospective applicants can directly reach an individual who can address specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your résumé to ojpprsupport@usdoj.gov. (Do not send your résumé to the OJP Solicitation Feedback email account.) **Note:** Neither you nor anyone else from your organization or entity can be a

peer reviewer in a competition in which you or your organization/entity has submitted an application.

Appendix A

Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by chief executive of the unit of local government (e.g., the mayor)

Visit https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm to download the most up-to-date version.

Note: By law, for purposes of the JAG Program, the term “unit of local government ” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (34 U.S.C. §§ 10151-10158); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.

7. I have examined certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

8. I have examined certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

Appendix B

State or Local Government:

Certification of Compliance with 8 U.S.C. §§ 1373 and 1644

Template for use by the chief legal officer of the unit of local government (e.g., the city attorney)

Visit https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm to download the most up-to-date version.

Note: This Certification is not required by Indian tribal government applicants.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition … and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

(a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and

(b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

Appendix C

State or Local Government:

Certification of Compliance with 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), and 1366(1) & (3)

Template for use by chief legal officer of the unit of local government (e.g., the city attorney)

Visit https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm to download the most up-to-date version.

Note: This Certification is not required by Indian tribal government applicants.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

2. I have carefully reviewed each of the following sections of title 8, United States Code:

   a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
   b. § 1231(a)(4) (federal government may not "remove an alien who is sentenced to imprisonment until the alien is released from imprisonment");
   c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts … or aid[] or abet[] the commission of any of the preceding acts");
   d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (*see* 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
   e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing … (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").

3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).

4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

   a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
   b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1324(a), 1357(a), & 1366(1) & (3) that are described in ¶ 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.

6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1366(1) & (3); or (4) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) & (c).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including associated certifications, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

Appendix D

Certain relevant federal laws, as in effect on June 7, 2018

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

(1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.

(2) Maintaining such information.

(3) Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

(1) may continue to detain the arrested alien; and
(2) may release the alien on--
(A) bond of at least $1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
(B) conditional parole; but
(3) may not provide the alien with work authorization (including an “employment authorized” endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

***

(c) Detention of criminal aliens
(1) Custody
The Attorney General shall take into custody any alien who--
(A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
(B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
(C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence1 to a term of imprisonment of at least 1 year, or
(D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release
The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed
****

4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general
Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or

ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1324(a)

Bringing in and harboring certain aliens

(a) Criminal penalties

(1)(A) Any person who—

i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;

ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;

iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or

v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or

vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—

I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;

II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;

III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and

IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of-

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

(i) is an unauthorized alien (as defined in section 1324a(h)(3) of this title), and

(ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

(A) the offense was part of an ongoing commercial organization or enterprise;

(B) aliens were transported in groups of 10 or more; and

(C)(i) aliens were transported in a manner that endangered their lives; or

(ii) the aliens presented a life-threatening health risk to people in the United States.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

(1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;

(2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;

(3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;

(4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and

(5) to make arrests-

(6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

(7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,

(8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

(1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

***

(3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

***.

Appendix E

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

(3) If yes to either:
- Please provide a copy of each law or policy;
- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Appendix F

Additional purposes for which JAG funds awarded to a state under this FY 2018 solicitation may be used:

(a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

(1) demand-reduction education programs in which law enforcement officers participate;

(2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;

(3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;

(4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;

(5) disrupting illicit commerce in stolen goods and property;

(6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;

(7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and

(B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;

(8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;

(9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;'

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;
(B) murder in the second degree;
(C) attempted murder;
(D) armed robbery when armed with a firearm;
(E) aggravated battery or assault when armed with a firearm;
(F) criminal sexual penetration when armed with a firearm; and
(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

(b) To reduce crime and improve public safety, including but not limited to, the following:

(1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;

(B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and

(C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;

(2) enhancing security measures—

(A) in and around schools; and

(B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;

(3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;

(4) establishing or supporting drug courts;

(5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;

(6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;

(7) enhancing programs under **(a)**, above;

(8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and

(9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

Appendix G
Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program:

FY 2018 Local Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:
_____ Acquire a DUNS Number (see page 31)
_____ Acquire or renew registration with SAM (see page 32)
To Register with GMS:
_____ For new users, acquire a GMS username and password* (see page 32)
_____ For existing users, check GMS username and password* to ensure account access (see page 32)
_____ Verify SAM registration in GMS (see page 32)
_____ Search for correct funding opportunity in GMS (see page 32)
_____ Select correct funding opportunity in GMS (see page 32)
_____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 32)
_____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see page 17)
_____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see pages 2 and 33)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

_____ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) of the FY 2018 JAG Allocations List as listed on BJA's JAG web page.

Eligibility Requirement: Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of

a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

What an Application Should Include:

_____ Application for Federal Assistance (SF-424) (see page 19)
_____ Intergovernmental Review (see page 19)
_____ Project Identifiers (see page 19)
_____ Program Narrative (see page 20)
_____ Budget Detail Worksheet (see page 21)
_____ Budget Narrative (see page 22)
_____ Indirect Cost Rate Agreement (if applicable) (see page 25)
_____ Tribal Authorizing Resolution (if applicable) (see page 26)
_____ Financial Management and System of Internal Controls Questionnaire (see page 26)
_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 27)
_____ Certifications and Assurances by Chief Executive (see page 27)
_____ Certification of Compliance with 8 U.S.C. § 1373 by Chief Legal Officer (Note: this requirement does not apply to Indian tribal governments.) (see page 27)
_____ OJP Certified Standard Assurances (see pages 39–44)

Additional Attachments

_____ Applicant Disclosure of Pending Applications (see page 28)
_____ Research and Evaluation Independence and Integrity (if applicable) (see page 29)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14772 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Property Disposal/Health Department
From: John J. Lanza, MD, PhD, MPH, FAAP, Director
Organization: Florida Dept. of Health in Esc. Co.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, FHPS, Director and Health Officer, Florida Department of Health, Escambia

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the assets shown in the list provided. The assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The equipment is no longer fit for its intended use.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Items have minimal residual value. Recommend that items be picked up for recycling.

Attachments

Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Florida Dept of Health in Escambia COST CENTER NO: _____

Linda B. Moyer DATE: August 28, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: 850-595-6500 x1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached list				

Disposal Comments: Equipment is obsolete or damaged.

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: August 28, 2018 Information Technology Technician Signature: Rudy Lopez

Date: August 28, 2018

FROM: Escambia County Department Director (Signature):

Director (Print Name): John J. Lanza, MD, PhD, MPH, FAAP, FHPS

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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

Florida Department of Health - Escambia County

Disposal Request - September 20, 2018

TAG (Y/N)	Property Number	DESCRIPTION OF ITEM	SERIAL NO	MODEL NO	YEAR	CONDITION
N	36566	ANALYZER CHEMICAL OVA UNIT		128GC	1/1/2000	POOR CONDITION-DEFECTIVE/OUTDATED
N	45375	CABINET 8 DWR VIDEO/DATA		VIFVML8	4/21/1997	GOOD CONDITION/OUTDATED
N	52042	PRINTER-PLOTTER	SG31E31031	DJ800	5/5/2003	POOR CONDITION-DEFECTIVE/OUTDATED
N	52135	PROJECTOR-LCD	G31A5891	LC-NB3EU	6/13/2003	POOR CONDITION-DEFECTIVE/OUTDATED
N	49963	WORK MODULE - GREEN LAMINATE			6/26/2001	POOR CONDITION-BROKEN
N	52130	CASSETTE RECORDER/PA SYSTEM			7/14/2003	POOR CONDITION-OUTDATED/NO LONGER USED
N	56089	COMPUTER GX620	718QZ81	GX620	1/10/2006	POOR CONDITION-DEFECTIVE/OUTDATED
N	56336	WATER METER	QD03204	QUANTA T	4/12/2007	POOR CONDITION-DEFECTIVE/OUTDATED
N	58460	ELECTRONIC SIGN-OUTDOOR		DFACE	3/12/2009	POOR CONDITION-DEFECTIVE/UNABLE TO REPAIR

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14812 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Request for Disposition of Property
From: Ryan Wingate, Information System Support Technician
Organization: Escambia County Property Appraiser
CAO Approval:

RECOMMENDATION:

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 the equipment, which is described and listed on the Request Forms, with reason of disposition stated.

BACKGROUND:

Escambia County policy establishes the procedures for the disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statue 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 with the Board's Policy Section II, Part B.1, Procedures of Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sept. Disposal form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Property Appraiser Office COST CENTER NO: _____

Chris Jones, CFA DATE: September 06, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: (850) 434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55448	Fujitsu Scanner 4340C	800235	fi-4340C	8/25/2006	Good
Y	56733	i series rack	100609D		8/29/2007	Good
Y	56779	IBM BLADE CENTER	KQLPKA2		9/26/2007	Good
Y	59170	IBM SYSTEM STORAGE	13K0RDF	DS3524	5/28/2011	Good

Disposal Comments: The Property has outlived its usefulness and has become obsolete.

INFORMATION TECHNOLOGY (IT Technician): Ryan Wingate

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: September 06, 2018 Information Technology Technician Signature: _____

Date: September 06, 2018

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Lansing Smith

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Property Appraiser Office COST CENTER NO: _____

Chris Jones, CFA DATE: September 06, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Chris Jones Phone No: (850) 434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	37633	3M FICHE READER PRINTER	FH915676	3M 7540	9/5/1990	Good
Y	30713	FICHE PRINTER	33108077	CANNON PC 70	10/4/1985	Good
Y	52944	IBM small from back	KCX2CTH	8419-11U	10/1/2003	Good
Y	55094	Fujitsu Scanner 5530C	000549	fi-5530C	1/27/2006	Good
Y	55096	Fujitsu Scanner 4340C	713220	fi-4340C	1/27/2006	Good
Y	55097	Fujitsu Scanner 4340C	713225	fi-4340C	1/27/2006	Good

Disposal Comments: The Property has outlived its usefulness and has become obsolete.

INFORMATION TECHNOLOGY (IT Technician): Ryan Wingate

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: September 06, 2018 Information Technology Technician Signature: Ryan Wingate

Date: September 06, 2018

FROM: Escambia County Department Director (Signature): Lansing Smith

Director (Print Name): Lansing Smith

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14789 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Property Disposition Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330302

Tamika L Williams DATE: 8/31/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Tamika L. Williams Phone No: 8/31/18

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60628	DATALOGIC PISTOL GRIP	G13F55149		2009	poor
Y	60591	Smart Power Kit	1521004593	SMRT	2013	poor
y	60592	Smart Power Kit	11602600473	SMRT	2013	poor
Y	61156	LifePak 15	42546139	LifePak	2014	poor

Disposal Comments: These items are of no further use to the County.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/31/18

FROM: Escambia County Department Director (Signature): RC Nail

Director (Print Name): Rusty Nail

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330302

Tamika L Williams DATE: 8/31/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Tamika L. Williams Phone No: 8/31/18

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58279	Barcode Reader	DL SKorrpio-G 700-902		2009	poor
Y	58280	Barcode Reader	D09EO2960		2009	poor
y	60593	Smart Power Kit	1526101323	SMRT	2013	GOOD
Y	60627	DATALOGIC PISTOL GRIP	G13F55149	SKORP10K3	2013	GOOD
Y	60628	DATALOGIC PISTOL GRIP	G13F55149	SKORP10K3	2013	GOOD

Disposal Comments: These items are of no further use to the County.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/31/18

FROM: Escambia County Department Director (Signature): RC Nail

Director (Print Name): Rusty Nail

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14644 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Certificates of Public Convenience and Necessity for Advanced and/or Basic Life Support Services in Escambia County
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

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

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC., Rocky Mountain Holdings, LLC., dba Air Methods Corporation, Shands Teaching Hospitals d/b/a UF Health ShandsCair, and Sacred Heart Children's Hospital, effective January 1, 2019, through December 31, 2019; and

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

BACKGROUND:

In accordance with Florida Statutes, Chapter 401, and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation, Shands Teaching Hospitals d/b/a UF Health ShandsCair and Sacred Heart Children's Hospital Neonatal and Pediatric Transport Van currently hold a Certificate of Public Convenience and Necessity, and have requested renewal. Ordinance 2009-37 authorizes the Board to issue renewals of the certificates when such are found to be of

public convenience and necessity.

Following are descriptions of the five providers, the unique service each offers, which provides public convenience and necessity, and their coverage area within the county:

1. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers.

2. Lifeguard Ambulance Service of Florida, LLC provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as provides out-of-county ambulance transports in support of its air operations. It also provides BLS non-emergency transports to all of Escambia County.

3. Rocky Mountain Holdings, LLC dba Air Methods Corporation provides ALS air response transportation to the entire area of Escambia County. Air Methods is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients.

4. Shands Teaching Hospitals d/b/a UF Health ShandsCair provides ALS response and transportation of critically ill neonatal (newborn infants) and Pediatric Transport in the entire area of Escambia County.

5. Sacred Heart Children's Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

COPCN 18

PUBLIC SAFETY BUREAU
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate.
(BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2019

Date of Expiration December 31, 2019
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

_____
Board of County Commissioners
Jeff Bergosh, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide

Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate.
(BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2019

Date of Expiration December 31, 2019
(Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

_____
Board of County Commissioners
Jeff Bergosh, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide

Basic Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide BLS Transport services with limitations as prescribed on this certificate.
(BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2019

Date of Expiration December 31, 2019
(Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

_____
Board of County Commissioners
Jeff Bergosh, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Rocky Mountain Holdings, LLC, dba Air Methods Corporation has requested authorization to provide Advanced Life Support (Advanced Life or Basic Life Support) services to the citizens of Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport (BLS, ALS-transport,ALS non-ransport) services with limitations as prescribed on this certificate.

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2019

Date of Expiration December 31, 2019
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when requested by Escambia County Communications Dispatch or Emergency Medical Services on-scene paramedic or as listed in special operating procedures agreed to by Escambia County Emergency Medical Services and Air Methods Corporation.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

_____
Board of County Commissioners
Jeff Bergosh, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Shands Teaching Hospitals d/b/a UF Health ShandsCair has requested authorization to provide Advanced Life Support services to the (Advanced Life or Basic Life Support) citizens of Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport (BLS, ALS-transport, ALS non-transport) services with limitations as prescribed on this certificate.

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2019 Date of Expiration December 31, 2019 (Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

_____
Board of County Commissioners
Jeff Bergosh, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate.
(BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2019

Date of Expiration December 31, 2019
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

_____
Board of County Commissioners
Jeff Bergosh, Chairman

BCC Approved: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14791 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Community Redevelopment Agency Meeting Minutes, August 16, 2018
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 16, 2018 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 16, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On September 20, 2018, 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_August162018

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
August 16, 2018
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
	Doug Underhill, Commissioner, District 2
	Grover Robinson, IV, Commissioner, District 4
	Steven Barry, Commissioner, District 5
	Jeff Bergosh, Commisioner, District 1 - Vice Chairman
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant
	Judy Witterstaeter, Agenda Program Coordinator

Call to Order. 9:02 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 16, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 16, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

2 Recommendation Concerning to Schedule and Advertise of a Public Hearing to amend the Atwood Redevelopment Area Plan as to boundaries only - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, September 20, 2018, at 5:31 p.m., for consideration to amend the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

3 Recommendation Concerning to Schedule and Advertise of a Public Hearing to amend an Ordinance relating to the Atwood Redevelopment Trust Fund - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action to schedule and advertise of a Public Hearing for Thursday, September 20, 2018 at 5:32 p.m., for consideration to amend an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

III. Budget/Finance

1 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 seven Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Joseph M. Baudendistel	424 Gibbs Road	$5,900
Richard L. Burdess	116 West Sunset Avenue	$3,276
DK2 R E Investments, LLC,	3981 West Gadsden Street	$6,000
John W. and Kelly A. Gilkerson	121 Gilliland Road	$3,867
Robert G. Handshumaker and Anna J. Erikson	104 Brandywine Road	$5,475
Michael E. Jackson	817 North Green Street	$2,380
Mavis Shelby Rosetti	4117 West Belmont Street	$3,812

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV

Vote: 5 - 0

IV. Discussion/Information Items

1 Recommendation Concerning Community Redevelopment Agency Grant Analysis - Tonya Gant, Neighborhood & Human Services Department Director

That the Board review for any modifications and provide guidance to the existing CRA Grant Programs as needed.

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14689 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Amendment of Agreement For Temporary Medical Staffing Services, PD 14-15.067
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment of Agreement for Temporary Medical Staffing Services, PD14-15.067 - William Powell, Director of Corrections

That the Board take the following action:

A. Approve the Amendment of Agreement for Temporary Medical Staffing Services, PD 14-15.067, which amends the Agreement to reflect that the Contractor's name has changed from NurseFinders of Pensacola, LLC, to NurseSpring of Pensacola, LLC; and

B. Authorize the Chairman to execute the aforementioned Amendment.

[Funding Source: Fund 001, General Fund; Cost Center 290402]

BACKGROUND:

On June 15, 2015, The County issued a Request for Proposal (PD 14-15.067) seeking temporary medical staffing services on an as-needed basis for Escambia County Department of Corrections. On August 20, 2015, the County entered into an agreement with NurseFinders of Pensacola, LLC as a result of this multi-award agreement. On January 20, 2016 the Contractor filed an amendment to its Articles of Organization changing its name from NurseFinders of Pensacola, LLC to NurseSpring of Pensacola, LLC. The requested amendment will update the contract so the correct Contractor name is reflected in the contract documents.

BUDGETARY IMPACT:

Although this amendment does not have an impact on the financial terms of PD 14-15.067, the services provided for in the agreement are budgeted in Fund 001, General Fund; Cost Center 290402.

LEGAL CONSIDERATIONS/SIGN-OFF:

This amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board of County Commissioners' Policy requires contract amendment to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by the Escambia County Department of Corrections.

Attachments

Amendment of Agreement for Temporary Medical Staffing Services (PD 14-15.067)

AMENDMENT OF AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES (PD 14-15.067)

THIS AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, NurseSpring of Pensacola, LLC, formerly NurseFinders of Pensacola, LLC, a Florida limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 52-2332046, whose principal address is 5498 North Davis Highway, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, on August 20, 2015, the parties entered into an Agreement for Temporary Medical Staffing Services, Specification Number P.D. 14-15.067 (hereinafter referred to as the "Agreement"); and

WHEREAS, on January 20, 2016, the Contractor filed an amendment to its Articles of Organization changing its name to NurseSpring of Pensacola, LLC; and

WHEREAS, the parties wish to amend the Agreement as provided herein.

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

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

2. The Agreement is amended to reflect that the Contractor's name has changed from NurseFinders of Pensacola, LLC to NurseSpring of Pensacola, LLC.

3. Paragraph 13 of the Agreement is amended as follows:

> 13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).
>
> **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

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.

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

BCC Approved: _____

(Seal)

CONTRACTOR:
NURSESPRING OF PENSACOLA, LLC (formerly NURSEFINDERS OF PENSACOLA, LLC)

_____
Witness

By:_____
Bryan D. Krause, President

_____
Witness

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/8/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14790 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Access Authorization for 200 West Fairfield Drive Property to U.S. Environmental Protection Agency
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Access Authorization for 200 West Fairfield Drive Property to U. S. Department of Environmental Protection - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to sign the Access Authorization for 200 West Fairfield Drive Property granting authorization to the United States Environmental Protection Agency (and authorized representatives) to have access to the property to conduct sampling, investigations, and environmental assessments.

BACKGROUND:

The U.S. EPA is conducting environmental assessment and investigation of possible soil and groundwater contamination on the parcel of property adjacent to the Escambia County Animal Control Facility (see attached Exhibit A). The adjacent parcel was historically part of a scrap metal and recycling operation circa 1950's to 1990's. This investigation by the U.S. EPA is part of an ongoing evaluation of the property under the Comprehensive Environmental Response Compensation and Liability Act (CERCLIS). This program is tasked with assessing sites with confirmed or suspected contamination to document whether a hazardous substance has occurred and to evaluate potential threats to nearby receptors, including but not limited to, drinking water wells and surface water bodies. The information collected during the assessment is used to complete a Hazard Ranking System (HRS) evaluation. The HRS score and the supporting site information are then evaluated by the EPA in determining whether the site should be included on the National Priorities List (NPL) and cleaned up under the Superfund program.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Access Authorization was reviewed by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Providing access to county-owned property for the purpose of conducting sampling, investigations and environmental assessments requires Board approval.

IMPLEMENTATION/COORDINATION:

The Brownfields Coordinator will coordinate with U.S. EPA as it relates to this project.

Attachments

AccessAuth-US EPA-200 W. Fairfield Dr

ACCESS AUTHORIZATION
FOR 200 WEST FAIRFIELD DRIVE PROPERTY

1. Escambia County, Florida ("County"), is the owner of the property located at 200 West Fairfield Drive, Pensacola, Florida 32501 (the "Property), and as such the County has the authority to sign this authorization.

2. The County grants authorization to the United States Environmental Protection Agency (EPA), its officers, employees, contractors, and other authorized representatives to enter the Property. This authorization allows EPA, its officers, employees, contractors and other authorized representatives to have access to the Property to conduct sampling, investigations and environmental assessments. EPA's activities at the Property may include, but not be limited to, the following:

a. Taking such soil, surface water, ground water, and air samples as may be determined to be necessary;

b. Sampling any solids or liquids stored or disposed of on-site;

c. Taking other actions related to the investigation of surface or subsurface contamination;

d. Transporting equipment onto and about the Site as necessary to accomplish the above activities;

e. Inspecting, sketching, photographing and/or videotaping the premises; and

f. Inspecting and copying all documents relating to the generation, treatment, storage, disposal or source of hazardous substances at the Site.

Provided, however, that the sampling, investigations and environmental assessments contemplated in this Access Authorization shall be limited to the areas lying east of the paved access and parking lot, as shown on the attached Exhibit A.

3. This Access Authorization grants consent for access for the described activities, effective September 1, 2018, or immediately upon signature (whichever is sooner), and continuing until EPA completes its investigations, assessments, sampling and response actions or September 1, 2019 (whichever is sooner).

4. The County has been notified that these actions by EPA are undertaken pursuant to its response authority under Section 104(a) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), 42 U.S.C. Section 9604(a).

5. The County has been notified that parties found responsible pursuant to Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a), may be liable for all costs EPA incurs in connection with

the response which are not inconsistent with the National Contingency Plan (NCP), at 40 CFR Part 300. However, the signatures of the County on this Access Authorization do not constitute an admission of liability under Section 107(a) of CERCLA, 42 U.S.S. Section 9607(a)

6. The County has been notified that this signed and dated Access Authorization should be returned to:

Chris Tripp
On Scene-Coordinator
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

7. Notice to the County will be sent to the address below for purposes of this Agreement:

Escambia County, Florida
c/o Escambia County Administrator
221 Palafox Place
Pensacola, FL 32502

8. The undersigned representative of the County certifies that he or she is fully authorized to enter into this Agreement.

Date: _____

Signature: _____

Name: Jack Brown, Escambia County Administrator

Address: 221 Palafox Place, Suite 400
Pensacola, FL 32502

Telephone No.: (850) 595-4900

Exhibit A

Escambia County Animal Control Property
Access Agreement for EPA Environmental Assessment



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14782 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Access and Construction Agreement with Pensacola State College for the Jones Swamp Floodplain Restoration & Expansion Project
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Access and Construction Agreement with Pensacola State College for the Jones Swamp Floodplain Restoration & Expansion Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Access and Construction Agreement with Pensacola State College for the Jones Swamp Floodplain Restoration & Expansion Project:

A. Approve the Access and Construction Agreement (College Contract Number 2019076) between the District Board of Trustees of Pensacola State College, Florida, and Escambia County; and

B. Authorize the Chairman to sign the Agreement and any subsequent documents related to acceptances, execution, reporting, no-cost time extension, and Amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

BACKGROUND:

Escambia County Department of Natural Resources Management is planning a Jones Creek Floodplain Restoration Project funded by the National Fish & Wildlife Foundation as part of the Bayou Chico Restoration Grant approved by the Board on 07-23-2015 [Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center 222002, NFWF #45910 Bayou Chico].

The project will restore more than 10 acres of the historic Jones Creek floodplain by removing fill material associated with a former runway clearway south of U.S. Highway 98. The restoration site is located on property owned by Pensacola State College (PSC) adjacent to the Warrington campus. The Board approved a Revocable License Agreement with PSC on 01-07-2016 that allowed county staff and contractors to access

the restoration site in order to conduct environmental testing, soil borings, and prepare the design for the project. All the work allowed by this initial agreement has been completed. The design is nearing completion, and is expected to be ready to bid fall 2018. This Access and Construction Agreement will allow for the construction of the project on PSC property. Grant funding for design and construction has already been secured. Grant does not require matching funds for the Jones Creek floodplain portion of the project.

BUDGETARY IMPACT:

No budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

Department of Natural Resources Management staff will manage this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

An original document executed by Pensacola State College on 08-21-2018 has been provided for consideration. The Department of Natural Resources Management will ensure the fully executed original is provided to the Clerk's Office for the record, and one certified copy is provided to PSC. Implementation of this agreement will be coordinated through the Department of Natural Resources Management.

Attachments

AccessConstructionAgrmt-PSC JonesSwamp

ResumePage-01072016

RevocableLicenseAgrmt-PSC

ResumePage-07232015 NFWF 45910 BayouChico

For your records. Thank you.
(This is a removable label)

College Contract Number
2019076

This document was prepared by:
Stephen G. West
Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

ACCESS AND CONSTRUCTION EASEMENT

(Jones Swamp Floodplain Restoration & Expansion Project)

THIS ACCESS AND CONSTRUCTION EASEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____ 2018, by and between THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA (hereinafter "Grantor"), whose address is 1000 College Boulevard, Pensacola, Florida 32504, and ESCAMBIA COUNTY, a political subdivision of the State of Florida (hereinafter "Grantee"), whose address is 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the Parties entered into that certain Revocable License Agreement dated January 7, 2016, for the purpose of conducting environmental testing, soil borings, preparing a preliminary design and delineating a proposed work area to remove fill and restore the natural floodplain on Grantor's property; and

WHEREAS, the parties have completed the work contemplated in the Revocable License Agreement and wish to enter into this Agreement to define their respective rights and obligations for the next phase of the Jones Swamp Floodplain Restoration & Expansion Project (hereinafter the "Project");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Property. The Grantor grants to Grantee an exclusive access and construction easement to allow Grantee's employees, contractors, and agents access to and use of the property described in the attached Exhibit A (hereinafter the "Property").

2. Term. The term of this Agreement shall be ten (10) years, commencing on the date that the last party executes this Agreement, unless either party terminates the Agreement as provided herein.

3. Use of the Property. Grantee shall use the Property for the excavation and construction of the Jones Swamp Floodplain Restoration & Expansion Project described in the 90% Review Plans dated April 2018, prepared by Mott MacDonald, LLC, 220 West Garden Street, Suite 700, Pensacola, FL 32502, a copy of which is attached to this Agreement as Exhibit B. The parties acknowledge the Exhibit B constitutes preliminary plans and that further, more refined construction plans will be developed as the Project progresses. Accordingly, the Parties agree to cooperate in good faith to amend this Agreement as may be required to accommodate reasonable changes in the plans and

scope of work.

4. Condition and Maintenance of the Property. Grantee's access and use of the Property shall be conducted so as not to unduly interfere with Grantor's operations. Grantee shall be responsible, at its expense, for removing any materials, trash or debris brought onto the Property or generated by Grantee in connection with its access and use. Grantor shall promptly notify Grantee upon discovery of any condition that would cause a hazard or threat to the safety of its faculty, staff, students, or members of the public.

5. Liability. Grantee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Grantee agrees to be responsible for its negligent or tortious acts or omissions and agrees to be liable for damages proximately caused by those acts or omissions to the extent set forth in Section 768.28, Florida Statutes. However, no provision of this Agreement shall be construed, or in any way is intended to be construed, as an indemnity or a waiver of the County's sovereign immunity. Grantee shall require all of its contractors and subcontractors who access the Property to procure and maintain insurance coverage in the types and amounts described in the attached Exhibit C.

6. Termination. This Agreement shall automatically terminate after ten years from the date that it is executed by the Parties or completion of the Project, whichever occurs first. Additionally, either party may terminate this Agreement for cause, provided, however, that the terminating party shall provide at least thirty (30) days' written notice to the other party together with the reasonable opportunity to cure the breach.

7. Notices. Notices to the parties of this Agreement will be addressed, mailed, or delivered to the following:

TO GRANTEE: County Administrator 221 Palafox Place Pensacola, FL 32502	COPY TO: Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, FL 32502
TO GRANTOR: Edward Meadows, President Pensacola State College 1000 College Boulevard Pensacola, FL 32504	COPY TO: Thomas J. Gilliam, Jr., Esq. Vice President of Student Affairs & General Counsel 1000 College Boulevard Pensacola, FL 32504

Notices shall be delivered in person or by U. S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice to the other as specified above.

8. Compliance with Laws. The County agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all

permits applicable to its proposed use of the Property.

9. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by each party after the date of this Agreement.

10. Miscellaneous. The captions, headings, and paragraphs titles in this Agreement are for reference only and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions. Venue of any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

Each of the persons executing this Agreement warrant that they have the authority necessary to bind each of the parties to the terms and conditions described in this Agreement.

IN WITNESS WHEREOF, the Grantor and the County have caused this Agreement to be executed by their duly authorized representative as of the day and year indicated.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Aug. 31, 2018

THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA

Witness Patricia S. Crews

Print Name Patricia S. Crews

By: C. Edward Meadows, President

Witness M Miner

Print Name Melanie Miner

Approved as to Form:

By _____
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

STATE OF FLORIDA
COUNTY OF ESCAMBIA

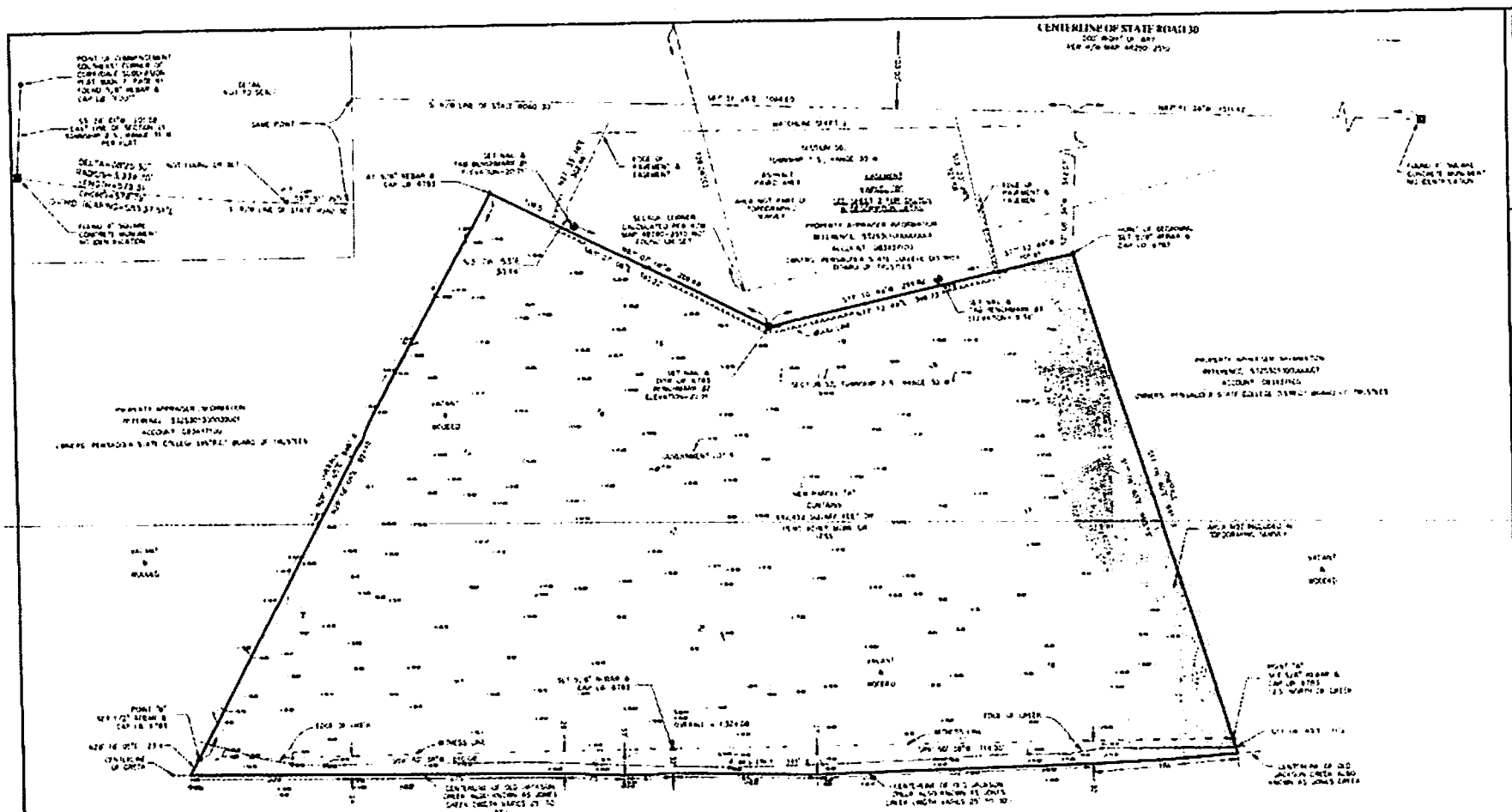
The foregoing instrument was acknowledged before me this 21 day of August, 2018, by C. Edward Meadows as President of The District Board of Trustees of Pensacola State College. He (✓) is personally known to me, or (_) has produced current _____ as identification.

PATRICIA S. CREWS
MY COMMISSION # GG 129925
EXPIRES: August 29, 2021
Bonded Thru Notary Public Underwriters

(Notary Seal)

Patricia S. Crews
Signature of Notary Public

Patricia S. Crews
Printed Name of Notary Public


CENTERLINE OF STATE ROAD 30
POINT OF COMMENCEMENT
SAME POINT
POINT OF BEGINNING
LEGEND
SURVEYOR'S NOTES
JONES SWAMP
PENSACOLA, FLORIDA
MOTT MACDONALD
BOUNDARY & TOPOGRAPHIC SURVEY
1 OF 2

SKETCH & DESCRIPTION
DETAIL
NOT A SURVEY

2 OF 2

JONES SWAMP
EASEMENT
PENSACOLA, FLORIDA

M
MOTT
MACDONALD

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING / INFRASTRUCTURE DIVISION

PLANS PROPOSED FOR

JONES SWAMP FLOODPLAIN RESTORATION & EXPANSION PROJECT

90% REVIEW PLANS
NOT FOR CONSTRUCTION
APRIL 2018



VICINITY MAP

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
C-001	KEY SHEET
C-002	GENERAL NOTES & SUMMARY OF PAY ITEMS
C-003	EXISTING CONDITIONS & EROSION CONTROL
C-004	WATER RESOURCE LOCATION
C-005	GRADING PLAN
C-006	FLOODPLAIN CROSS-SECTIONS
C-007	FLOODPLAIN CROSS-SECTIONS
C-008	FLOODPLAIN CROSS-SECTIONS
C-009	POND DETAILS
C-010	CONSTRUCTION PHASING PLAN
C-011	SITE CLEARING & PLANTING PLAN
C-012	PLANTING DETAILS
C-013	EROSION CONTROL DETAILS
C-014	SEDIMENT & EROSION CONTROL NOTES

CONSULTANT PROJECT NO.

MM PROJECT NO. - 371427

M MOTT MACDONALD M

Mott MacDonald
100 West Garden Street
Suite 700
Pensacola, FL 32502
United States of America
T +1 (850) 434 9011
www.mottmac.com

Architects Engineers Surveyors
AA C000026 EB C000026 LB C000026

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS

PROJECT MANAGER: HEATH JENKINS	
SECTION - TOWNSHIP - RANGE: 33 / 02S / 30W	DISTRICT: 2
PROJECT ENGINEER: HEATH JENKINS	REGISTRATION NO.: 69053
SIGNATURE:	DATE:

P:\371427 - Escambia Co Jones Swamp\Drawings\Civil\CAD Drawings\Sheets\Plan Set\C-001 Cover Sheet.dwg, Apr 23, 2018 - 2:12:09PM, TUCB1307

SUMMARY OF PAY ITEMS

SPECIFICATION	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT
N/A	Mobilization	1	EA
02180	Clearing and Grubbing	13	ACRE
02300	Earthwork Estimated Mill Bid CY*	1	LS
02300-3150-S	Silt Fence Type III over Solid	4830	LF
02300-3150-D	Floating Turbidity Barrier	130	LF
N/A	Sheet Pile or Shore	430	SF
N/A	Wattle and Live Construction Entrance	1	EA
N/A	Waterproof Video for Manager Board Completion (Cost for project information, estimate 100,000 yards)	1	LS
02180	Maintenance of Traffic	1	LS
N/A	Planting	1	LS
N/A	Responsible for Maintenance (1 year, May September)	1	LS
N/A	Erosion Control Plan, NPDES permit, any other cost not specifically mentioned	1	LS
	*Earthwork if any items are given a estimate, the price assumes		

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE COUNTY DESIGNATED ENGINEER (OR HIS DESIGNEE) 48 HOURS PRIOR TO CONSTRUCTION.
2. ALL CONSTRUCTION AND INSPECTION OF THE CONSTRUCTION WORKS AND THE APPROVAL BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITH IN EVERY DETAIL.
3. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE ENGINEER AND/OR OWNER. THIS INCLUDES ALL ROAD SURFACES DAMAGED BY CONSTRUCTION OPERATIONS. ANY DAMAGE TO PENSACOLA STATE COLLEGE (PSC) PROPERTY SHALL BE REPAIRED OR RECONSTRUCTED "IN AT LEAST" THE CONDITION AS FOUND AND TO THE SATISFACTION OF THE PROPERTY OWNER.
4. ANY RELEVANT PERMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY UNITS DESIGNEE WILL ASSIST CONTRACTOR WITH NEED BASIS PERMITS.
5. THE CONTRACTOR IS OBLIGATED TO VISIT THE SITE AND BECOME FAMILIAR WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.
6. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL AS NEEDED) DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE SURVEY MONUMENTATION SHALL BE PROTECTED IF IN A PUBLIC OR PRIVATE DRIVE OR SIDEWALK AREA. IN CASE OF DESTRUCTION AS DETERMINED BY THE ENGINEER OR OWNER'S REPRESENTATIVE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR OWNER'S REPRESENTATIVE. ANY ESCAMBIA COUNTY MONUMENTS OR BUREAU OF SURVEY AND MAPPING CAPS REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY A FLORIDA REGISTERED SURVEYOR AND MAPPER AT THE CONTRACTOR'S EXPENSE. ANY DISCREPANCIES IN THE MONUMENTATION OF THE AREA TO BE SURVEYED AND MAPPED SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE ANY CONSTRUCTION IS PERFORMED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE MONUMENTS AND ANY THE MONUMENTS FOUND TO BE DAMAGED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER DURING CONSTRUCTION SHALL BE REESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE PRINTS AND APPROVAL.
7. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
8. EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.
9. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS LATEST EDITION.
10. ALL MATERIALS TESTING AND CERTIFICATION SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.
11. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS OR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION I, GENERAL REQUIREMENTS AND CONTRACTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERENCED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OF THE ESCAMBIA COUNTY TECHNICAL SPECIFICATION.
12. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT USABLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STORED IN THE RIGHT-OF-WAY BY THE CONTRACTOR AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BY WORK DUE TO THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
13. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE 10' LANE AT ALL TIMES. NO OPEN EXCAVATION SHALL REMAIN OVERNIGHT. CONTRACTOR SHALL BE EXPECTED TO TRAVEL AT 5 MPH AT THE END OF EACH WORK DAY.
14. CONTRACTOR SHALL COMPLY WITH ALL OSHA AND LOCAL SAFETY STANDARDS.
15. ONLY ADDED TO THE ROADWAY AS SHOWN IS GRANTED BY THE COUNTY. PRIVATE PARKING SHOULD BE DONE BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITHOUT ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.
16. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DISTURBED PLEASE CONTACT:

ALISON BARNETT
ESCAMBIA COUNTY SURVEYOR
1190 W FAIRFIELD DR
PENSACOLA, FLORIDA 32501 PH (850) 595-3427

17. VEGETATION WITHIN R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLANS SHEETS. SOD OR SEED AND MULCH INSTALLATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.
18. GRADED WASHOUT AREAS SHALL BE REQUIRED WHERE THE SEASONAL HIGH GROUND WATER ENCROACHES WITHIN TWO (2) FEET OF THE BOTTOM OF BASE.
19. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.
20. ALL COMPACTED FILL SHALL BE PLACED IN 8" LIFTS (OR HAND TAMPED OR VIBRATORY COMPACTED FOR HEAVY EQUIPMENT PROHIBITED AREAS).
21. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 600.
22. ALL SPEED BUMPS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED TO THE LATEST ESCAMBIA COUNTY DESIGN SPECIFICATIONS. ALL COSTS FOR REPLACEMENT OF MISSPEED BUMPS SHALL BE INCIDENTAL TO OTHER PAY ITEMS AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
23. ALL EXISTING MAILBOXES INTERFERING WITH THE CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH POSTAL REQUIREMENTS AND IN ACCORDANCE WITH ESCAMBIA COUNTY TECHNICAL SPECIFICATION. FOUR (4) SINGLE MAILBOXES AND UNITED POSTAL REQUIREMENTS. ALL EXISTING SHALL BE RELOCATED WITHIN LIMITS OF CONSTRUCTION BY COUNTY PRIOR TO ANY SHALL BE REMOVED AND PLACED ON THE PROPERTY LINE OF THE OWNER. CONTRACTOR SHALL REPLACE EXISTING WITH A MAILBOX WITH APPROVED PLASTIC, METAL OR WOOD POST.
24. THE CONTRACTOR SHALL, AT A MINIMUM MATCH EXISTING MARKING AND PAVEMENT MARKINGS. ALL MARKING AND PAVEMENT MARKINGS SHALL BE PAINTED IN ACCORDANCE WITH THE LATEST EDITION OF MUTCD. PRIOR TO THE CONTRACTOR SHALL CONTACT THE COUNTY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.
25. ANY ON-SITE MATERIAL, AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 120.10, IS ENCOUNTERED IN THE AREAS PROPOSED FOR GRADING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.

UTILITY NOTES

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.
2. UTILITY COMPANIES SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY CAN EFFICIENTLY SPOT OR MARK AND/OR EXPOSE THEIR UTILITIES.

GULF POWER - ELECTRIC MR. MIKE HANSEN P.O. BOX 12910 PENSACOLA, FL 32520 PH: (850) 444-6313	BELLSOUTH - CABLE TELEVISION MR. CHAD BANKS 1125 BLANKENSHIP DRIVE MILTON, FL 32570 PH: (850) 624-2436
NATURAL GAS - ENERGY SERVICES OF PENSACOLA MR. SHANNON HUGHES 1625 ATMORE DRIVE PENSACOLA, FL 32514 PH: (850) 476-8310	CABLE - COX CABLE MR. TROY FLORES 4675 BALLTOWN ROAD PENSACOLA, FL 32504 PH: (850) 477-4766
TELEPHONE - AT&T FLORIDA MR. PAUL HINOTE 222 INDUSTRIAL DRIVE PANAMA CITY, FL 32405 PH: (850) 914-5704	STORMWATER - STATE OF FLORIDA DOT FDOT - DIST. 3 FLOOD PROJECT MGMT. ORLANDO, FL 32824 PH: (850) 532-4119
TRAFFIC DEPARTMENT - ESCAMBIA COUNTY PUBLIC WORKS MRS. JOHNNY COX 3363 WEST PARK PLACE PENSACOLA, FL 32505 PH: (850) 595-1900	

3. AT&T FLORIDA SHALL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM - 5:00 PM, MONDAY THRU FRIDAY NO WEEKEND WORK.
4. ALL CABLE CROSSINGS MUST BE DETECTED BY THE AT&T FLORIDA REPAIR BUREAU DEPARTMENT AT 611 OR 1-800-GO-DIGIT 48 HOURS PRIOR TO DIGGING CALL FOR ME.
5. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN THE AREA AND MAKE USE OF EXISTING TRANSMISSION LINES AND ACCESS ROADS AND UTILITIES.
6. UTILITIES TO BE MAINTAINED DURING CONSTRUCTION. NEED BASIS REMOVAL PERMITS SHALL BE COORDINATED AS NECESSARY TO OTHER PARTIES AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

CONSTRUCTION NOTES

1. ALL ASPHALT AND CONCRETE SHALL BE SAW CUT AT EDGES TO REMAIN.
2. SAW CUTS SHALL BE MADE IN A NEAT AND WORKMANLIKE MANNER.
3. ALL CONSTRUCTION DEBRIS SHALL BE REMOVED FROM SITE AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS AT NO ADDITIONAL COST TO THE OWNER.

EROSION CONTROL NOTES

1. EROSION CONTROL MEASURES SHOWN ON PLANS ARE TO BE CONSIDERED THE MINIMUM INSTALLATION REQUIREMENTS.
2. THE CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR THE CONTROL OF SEDIMENTATION AND PREVENTION OF EROSION WITHIN THE LIMITS OF THE PROJECT. CONTRACTOR SHALL PROVIDE ANY MATERIAL ITEM OR WORK EFFORT NECESSARY TO PREVENT EROSION AND TO MAINTAIN SEDIMENT BARRIER THROUGHOUT THE DURATION OF CONSTRUCTION.
3. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM AN ERASED PLACER DURING CONSTRUCTION OF PROVIDING BUFFERS MAXIMUM STANDARD MAY BASE BY FDOT INDEX 102 AND REQUIRED BY FDOT INDEX 102. THE FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2007 EDITION, IS HEREBY ATTACHED TO THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ADEQUATE GROUND COVER AREAS ARE ESTABLISHED AND TO REDUCE SEDIMENT RUNOFF. UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR OWNER.
4. CONTRACTOR SHALL NOT ALLOW CONSTRUCTION WASTE TO CONTRIBUTE TO STORMWATER QUALITY VIOLATIONS. THE STATE STANDARD FOR TURBIDITY IS 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND CONDITIONS (I.E. IF WATER DOES NOT EXCEED 29 NTU) CONTRACTOR SHALL EMPLOY ESCAMBIA COUNTY TO ACCURATELY MONITOR TURBIDITY IN AND DOWNSTREAM AREAS WITHIN AND BEYOND THE CONSTRUCTION SITE. ADDITIONAL WORK SHALL STOP IF DEWATERING TURBIDITY VALUE EXCEEDS 29NTU ABOVE BACKGROUND CONDITIONS. CONTRACTOR SHALL TAKE IMMEDIATE ACTION TO ADDRESS THE SOURCE OF THE ELEVATED TURBIDITY. IN ADDITION WORK SHALL NOT COMMENCE UNTIL THE CONTRACTOR IS ABLE TO DEMONSTRATE COMPLIANCE. SUBSEQUENT CONTRACTUAL DELAYS WILL NOT BE ALLOWED FOR CONSTRUCTION DELAYS RESULTING FROM ELEVATED TURBIDITY UNLESS THE CAUSE OF THE TURBIDITY EXCEEDANCE IS DETERMINED BY ESCAMBIA COUNTY TO BE RESPONSIBILITY BEYOND THE CONTRACTOR'S ABILITY TO CONTROL.
5. REFER TO SHEET C-003 AND C-004 FOR ADDITIONAL EROSION CONTROL NOTES.

Rev	Date	Drawn	Description	Job & Sheet #

M MOTT MACDONALD

Mott MacDonald Florida, LLC
223 West Garden Street
Suite 700
Pensacola, FL 32502
United States of America
T +1 (850) 434 6870
www.mottmac.com/us

Architects Engineers Surveyors
FL - C0000535 EB - 3561 LB - 0004193

Client
Escambia County
Board of County Commissioners

Title
Jones Swamp Floodplain Restoration & Expansion Project
GENERAL NOTES & SUMMARY OF PAY ITEMS

THIS DRAWING IS NOT FOR CONSTRUCTION

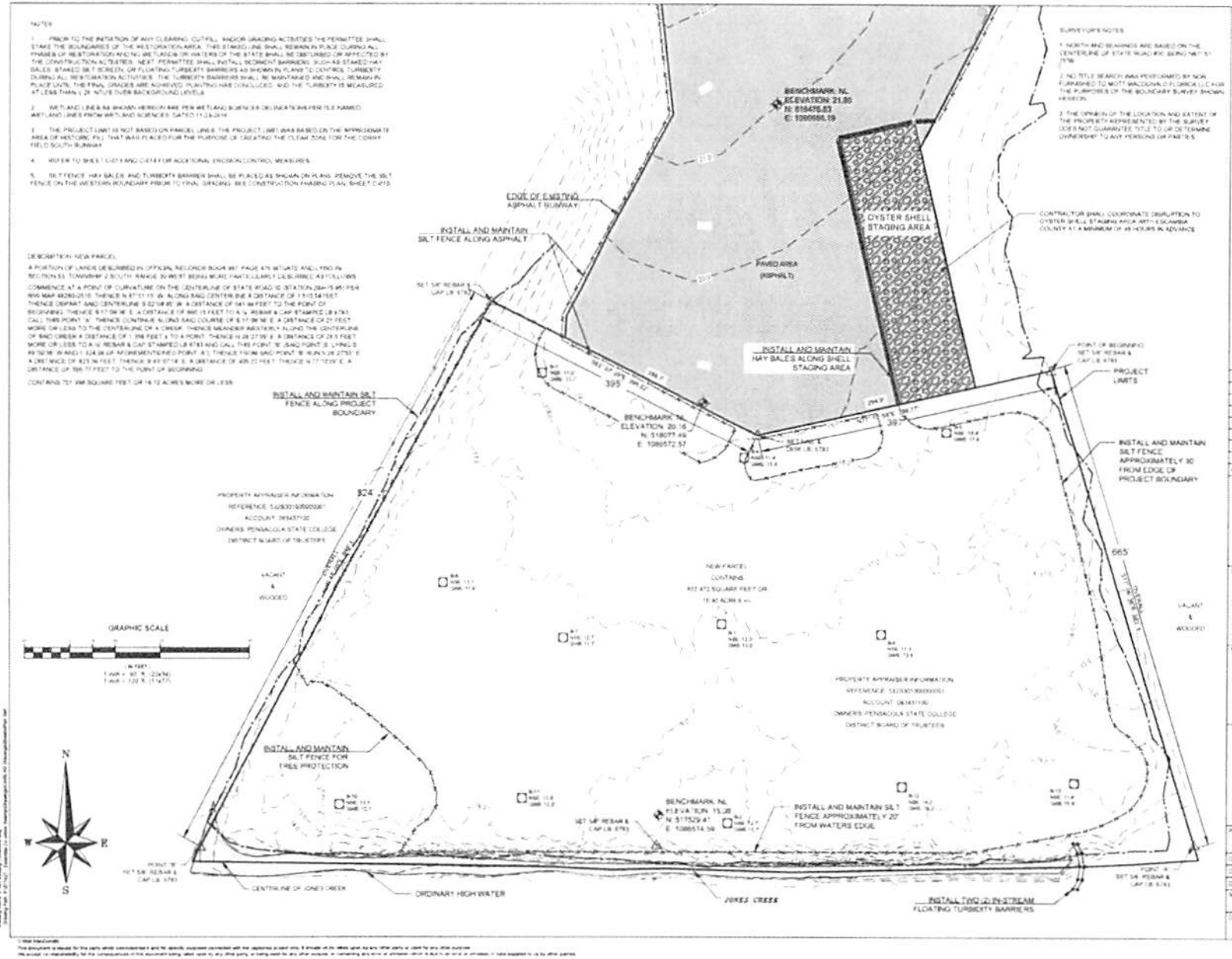
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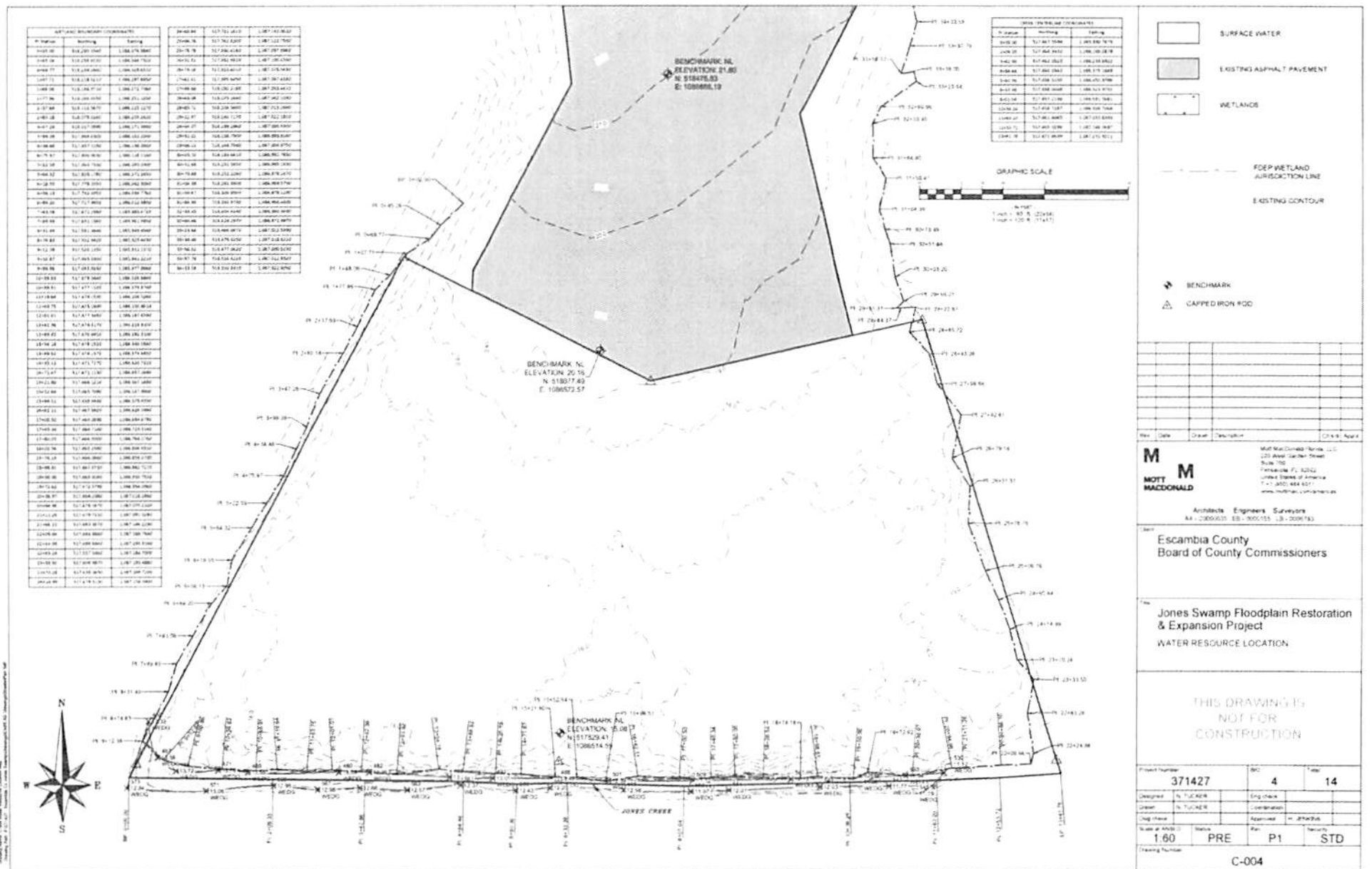
Designed	N/A	Engineer	
Drawn	N/A	Coordinator	
Checked		Approved	

Scale (At Size)	Format	Size	Status
NTS	PRE	P1	STD

Drawing Number
C-002

This drawing is the property of Mott MacDonald and is issued on the condition that it is not copied, reproduced, retained or disclosed to any unauthorised person, either wholly or in part, without written consent of Mott MacDonald. It is not to be used for any purpose not expressly permitted by agreement with us. We accept no responsibility for any consequences of this document being used for a purpose not indicated on it. Unless we have agreed otherwise in writing, we do not warrant the contents of this document for any purpose whatsoever.


NOTES
1. PRIOR TO THE INITIATION OF ANY CLEARING, CUT/FILL, MAJOR GRADING ACTIVITIES THE PERMITTEE SHALL STAKE THE BOUNDARIES OF THE RESTORATION AREA. THIS STAKED LINE SHALL REMAIN IN PLACE DURING ALL PHASES OF RESTORATION AREAS WETLANDS OR WATERS OF THE STATE SHALL BE DISTURBED OR AFFECTED BY THE CONSTRUCTION ACTIVITIES. NEAT PERMITTEE SHALL INSTALL SEDIMENT BARRIERS, SUCH AS STAKED HAY BALES, STAKED SILT SCREEN, OR FLOATING TURBIDITY BARRIERS AS SHOWN IN PLANS TO CONTROL TURBIDITY DURING ALL RESTORATION ACTIVITIES. THE TURBIDITY BARRIERS SHALL BE MAINTAINED AND SHALL REMAIN IN PLACE UNTIL THE FINAL GRADES ARE ACHIEVED, PLANTING HAS CONCLUDED, AND THE TURBIDITY IS MEASURED AT LESS THAN (-29 NTU'S OVER BACKGROUND LEVELS.
2. WETLAND LINES AS SHOWN HEREON ARE PER WETLAND SCIENCES DELINEATION PERFILE NAMED WETLAND LINES FROM WETLAND SCIENCES DATED 11-13-2014.
3. THE PROJECT LIMIT IS NOT BASED ON PARCEL LINES. THE PROJECT LIMIT WAS BASED ON THE APPROXIMATE AREA OF HISTORIC FILL THAT WAS PLACED FOR THE PURPOSE OF CREATING THE CLEAR ZONE FOR THE CORRY FIELD SOUTH RUNWAY.
4. REFER TO SHEET C-013 AND C-014 FOR ADDITIONAL EROSION CONTROL MEASURES.
5. SILT FENCE, HAY BALES, AND TURBIDITY BARRIER SHALL BE PLACED AS SHOWN ON PLANS. REMOVE THE SILT FENCE ON THE WESTERN BOUNDARY PRIOR TO FINAL GRADING. SEE CONSTRUCTION PHASING PLAN, SHEET C-015.
DESCRIPTION: NEW PARCEL
A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 997, PAGE 675, SITUATE AND LYING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT OF CURVATURE ON THE CENTERLINE OF STATE ROAD 10, STATION 284+75.85, PER RW MAP 48280-2516; THENCE N 47°11'15" W, ALONG SAID CENTERLINE A DISTANCE OF 1,910.54 FEET; THENCE DEPART SAID CENTERLINE S 22°58'45" W, A DISTANCE OF 541.66 FEET TO THE POINT OF BEGINNING; THENCE S 17°39'36" E, A DISTANCE OF 490.15 FEET TO A ½" REBAR & CAP STAMPED LB 6783 CALL THIS POINT "A"; THENCE CONTINUE ALONG SAID COURSE OF S 17°39'36" E, A DISTANCE OF 21 FEET, MORE OR LESS TO THE CENTERLINE OF A CREEK; THENCE MEANDER WESTERLY ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 1,196 FEET ± TO A POINT; THENCE N 28°27'05" E, A DISTANCE OF 29.5 FEET, MORE OR LESS TO A ½" REBAR & CAP STAMPED LB 6783 AND CALL THIS POINT "B" (SAID POINT B LYING S 89°52'46" W AND 1,524.98 LF NORTHWESTERLY FROM "A"); THENCE FROM SAID POINT "B", N 28°27'05" E, A DISTANCE OF 823.96 FEET; THENCE N 83°07'16" E, A DISTANCE OF 405.22 FEET; THENCE N 77°15'19" E, A DISTANCE OF 196.77 FEET TO THE POINT OF BEGINNING.
CONTAINS 701,998 SQUARE FEET OR 16.12 ACRES MORE OR LESS.
SURVEYOR'S NOTES:
1. NORTH AND BEARINGS ARE BASED ON THE CENTERLINE OF STATE ROAD 10 (SR 10) NAD 83 (1990).
2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO MOTT MACDONALD FLORIDA, LLC FOR THE PURPOSES OF THE BOUNDARY SURVEY SHOWN HEREON.
3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SURVEY DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.
BENCHMARK NL
ELEVATION: 21.80
N: 519475.83
E: 1286666.19
EDGE OF EXISTING ASPHALT RUNWAY
INSTALL AND MAINTAIN SILT FENCE ALONG ASPHALT
SET ½" REBAR & CAP LB 6783
PAVED AREA (ASPHALT)
OYSTER SHELL STAGING AREA
CONTRACTOR SHALL COORDINATE DISRUPTION TO OYSTER SHELL STAGING AREA WITH ESCAMBIA COUNTY AT A MINIMUM OF 48 HOURS IN ADVANCE
INSTALL AND MAINTAIN HAY BALES ALONG SHELL STAGING AREA
POINT OF BEGINNING SET ½" REBAR & CAP LB 6783
PROJECT LIMITS
INSTALL AND MAINTAIN SILT FENCE ALONG PROJECT BOUNDARY
BENCHMARK NL
ELEVATION: 20.16
N: 518077.49
E: 1286572.57
INSTALL AND MAINTAIN SILT FENCE APPROXIMATELY 30' FROM EDGE OF PROJECT BOUNDARY
PROPERTY APPRAISER INFORMATION
REFERENCE: 332301000000
ACCOUNT: 084457100
OWNERS: PENSACOLA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES
VACANT & WOODED
NEW PARCEL CONTAINS 702,472 SQUARE FEET OR 16.90 ACRE ± +/-
PROPERTY APPRAISER INFORMATION
REFERENCE: 332301000000001
ACCOUNT: 084457100
OWNERS: PENSACOLA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES
INSTALL AND MAINTAIN SILT FENCE FOR TREE PROTECTION
BENCHMARK NL
ELEVATION: 15.28
N: 517529.47
E: 1286514.56
INSTALL AND MAINTAIN SILT FENCE APPROXIMATELY 20' FROM WATERS EDGE
SET ½" REBAR & CAP LB 6783
POINT "B" SET ½" REBAR & CAP LB 6783
CENTERLINE OF JONES CREEK
ORDINARY HIGH WATER
JONES CREEK
INSTALL TWO (2) IN-STREAM FLOATING TURBIDITY BARRIERS
POINT "A" SET ½" REBAR & CAP LB 6783
GRAPHIC SCALE
IN FEET
1 inch = 60' ft. (22x36)
1 inch = 120 ft. (11x17)
N
S
E
W
LEGEND
SURFACE WATER
EXISTING ASPHALT PAVEMENT
WETLANDS
25' WETLAND BUFFER
FDEP WETLAND JURISDICTION LINE
EXISTING CONTOUR
SILT FENCE
HAY BALES
GEOTECHNICAL SOIL BORING
NSE = APPROXIMATE NATIVE ORGANIC SOIL ELEVATION (SEE GEOTECH REPORT)
GWE = APPROXIMATE GROUNDWATER ELEVATION
BENCHMARK
CAPPED IRON ROD
Rev. Date Drawn Description Chk'd App'd
MOTT MACDONALD
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Architects Engineers Surveyors
AA - 0000822 EB - 0000755 LB - 0000784
Client
Escambia County
Board of County Commissioners
Title
Jones Swamp Floodplain Restoration & Expansion Project
EXISTING CONDITIONS & EROSION CONTROL
THIS DRAWING IS NOT FOR CONSTRUCTION
Project Number 371427
BID 3
Total 14
Designed N. TUCKER
Drawn N. TUCKER
Eng check
Check
Quantities
Approved H. JENKINS
Scale at ANSI D 1:60
Status PRE
File P1
Security STD
Drawing Number C-003



Rev	Date	Drawn	Description	Ch'k'd / Appd

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AA - 26000635 EB - 3005155 LB - 0006783

Client
Escambia County
Board of County Commissioners

Title
Jones Swamp Floodplain Restoration & Expansion Project
WATER RESOURCE LOCATION

THIS DRAWING IS NOT FOR CONSTRUCTION

Project Number			Sht	Total
371427			4	14
Designed	N. TUCKER		Eng check	
Drawn	N. TUCKER		Coordination	
Dwg check			Approved	H. JENKINS
Scale at A1/A3	Status	Rev	Security	
1:60	PRE	P1	STD	

Drawing Number
C-004

NOTES

1. ROUGH GRADE TO A PRECISION OF +/- 0.25' (3") OF GRADING PLAN. FINE GRADING WILL BE A DETRIMENT TO NATIVE SOILS.
2. COMPACTING OF SURFACE AND SUBSURFACE SOILS IS TO BE AVOIDED TO THE MAXIMUM EXTENT POSSIBLE TO PREVENT INTRODUCTION AND PROPAGATION OF NONNATIVE PLANT SPECIES.
3. CONSTRUCTION ACCESS SHALL BE LIMITED TO TWO (2) ACCESS LOCATIONS. EACH ACCESS LOCATION SHALL BE LIMITED TO ONE APPROXIMATELY 30' CORRIDOR. LOCATIONS ARE APPROXIMATE. SHOULD ADDITIONAL ACCESS BE NEEDED OR PROPOSED ACCESS LOCATIONS NEED RELOCATION, CONTACT ENGINEER.
4. ANY BARE AREAS IN UPLANDS THAT ARE CAUSED BY CONSTRUCTION SHALL BE SEEDED ACCORDING TO THE PLANTING ZONES TABLE ON SHEET C-011.
5. CLEARING & GRUBBING EFFORTS SHALL NOT INCLUDE BURNING OF VEGETATIVE DEBRIS. VOLUME REDUCTION THROUGH GRINDING, CHIPPING AND MULCHING ARE THE PREFERRED METHOD.
6. CONTRACTOR SHALL IDENTIFY INFESTATIONS OF NONNATIVE PLANT SPECIES BEFORE CLEARING & GRUBBING. NONNATIVE PLANT MATERIAL SHALL NOT TO BE MECHANICALLY REDUCED. THE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF.
7. SEE PLAN DETAIL SHEET C-009.

SEE SHEET C-006 THRU C-008 FOR CROSS SECTION DETAILS

OYSTER SHELL STAGING AREA

GRAPHIC SCALE

JONES CREEK

SURFACE WATER

EXISTING ASPHALT PAVEMENT

WETLANDS

100' X 100' PHASING BLOCK, STATION AND ELEVATION INFORMATION IN LOWER LEFTHAND CORNER

GEOTECHNICAL SOIL BORING
NSE = APPROXIMATE NATIVE ORGANIC SOIL ELEVATION (SEE GEOTECH REPORT)
GWE = APPROXIMATE GROUNDWATER ELEVATION

BENCHMARK

CAPPED IRON ROD

FDEP WETLAND JURISDICTION LINE

PROPOSED CONTOUR

EXISTING CONTOUR

Rev	Date	Drawn	Description	Ch'k'd	Appr'd

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Client
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Title
Jones Swamp Floodplain Restoration & Expansion Project

GRADING PLAN

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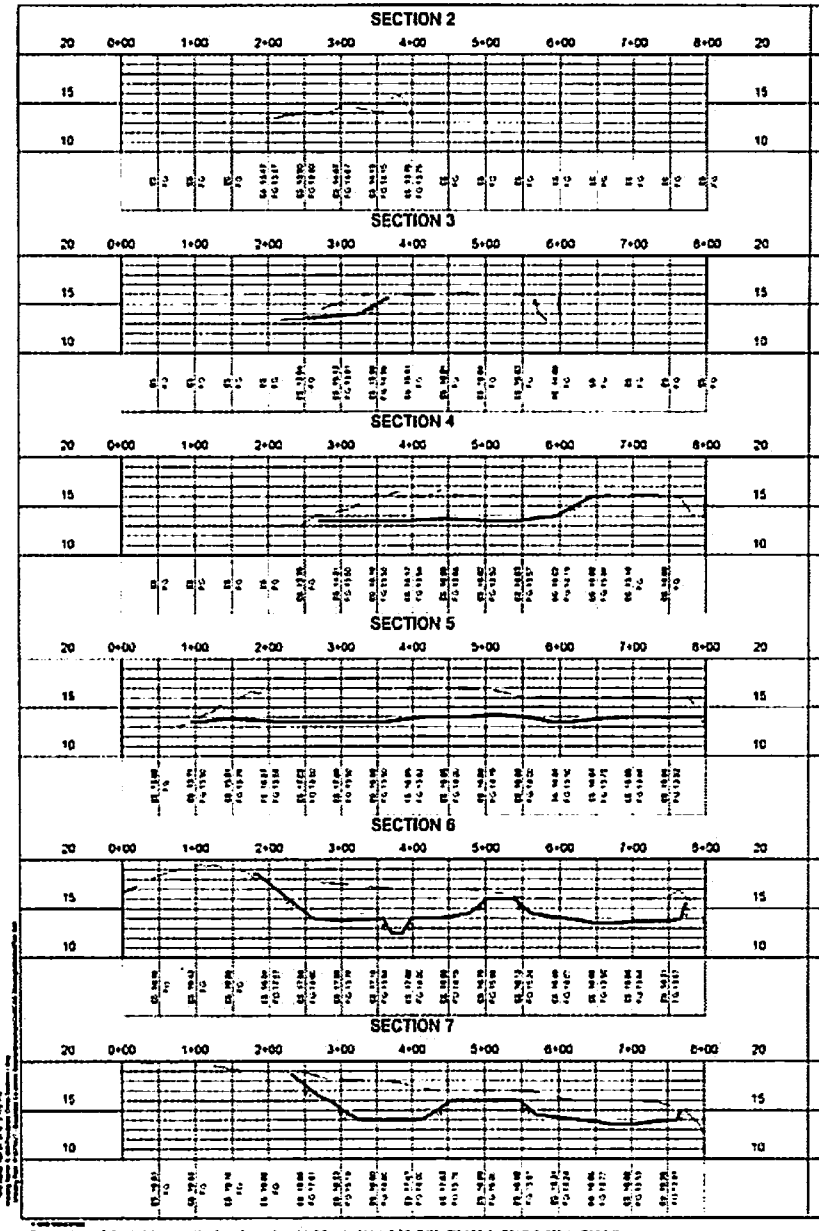
Project Number	Sht	Total
371427	5	14

Designed	N. TUCKER	Eng Check	
Drawn	N. TUCKER	Coordination	
Chng Check		Approved	H. STANFIELD

Scale at ARCH D	Status	Rev	Security
1:60	PRE	P1	STD

Drawing Number
C-005

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We accept no responsibility for the consequences of this document being relied upon by any other party or being used for any other purpose, or containing any error or omission which is due to an error or omission in data supplied to us by any other party.



FINAL GRADE (FG)

EXISTING GRADE (EG)

Rev	Date	Drawn	Description	Ch'k'd	Appr'd

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Client
Escambia County
Board of County Commissioners

Title
Jones Swamp Floodplain Restoration & Expansion Project
FLOODPLAIN CROSS-SECTIONS II

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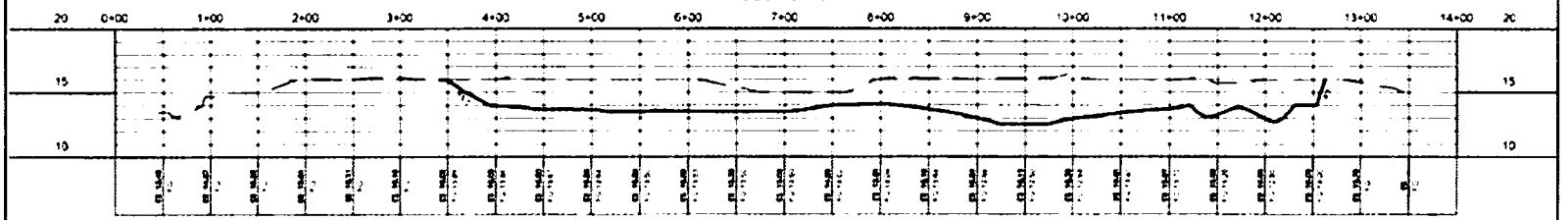
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371427	6	14

Designed	Eng check	
Drawn	Checked	
Dwg check	Approved	

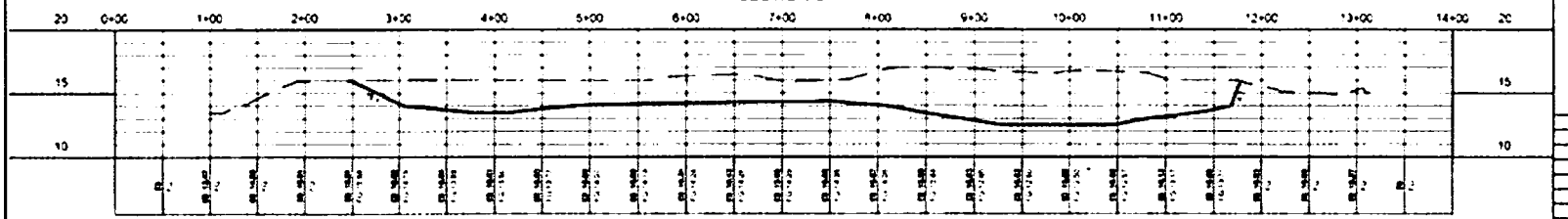
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NTS	PRE	P1	STD

Drawing Number
C-006

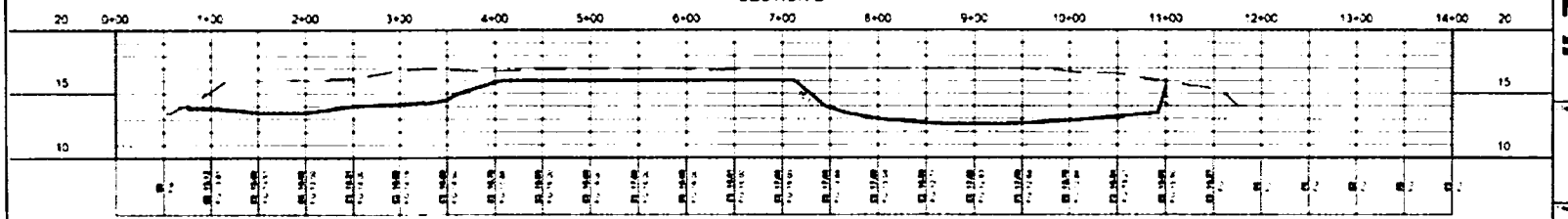
SECTION B



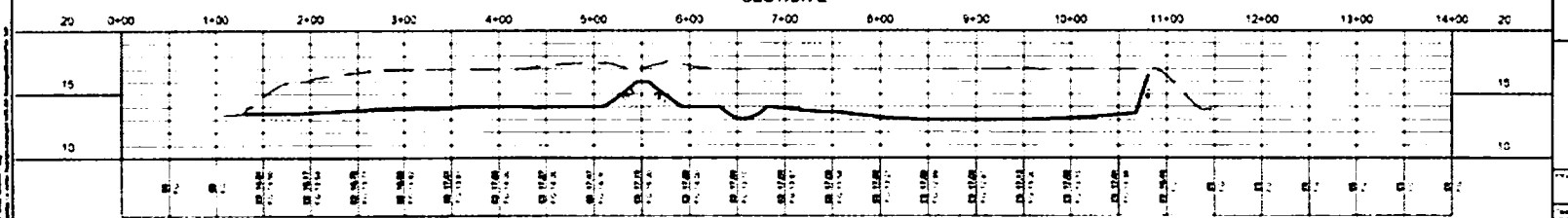
SECTION C



SECTION D



SECTION E



FINAL GRADE (FG)

EXISTING GRADE (EG)

No.	Date	Drawn	Description	Job #	App'd

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Escambia County
Board of County Commissioners

Jones Swamp Floodplain Restoration
& Expansion Project

FLOODPLAIN CROSS SECTIONS II

Project Number	Sht	Total
371427	7	14

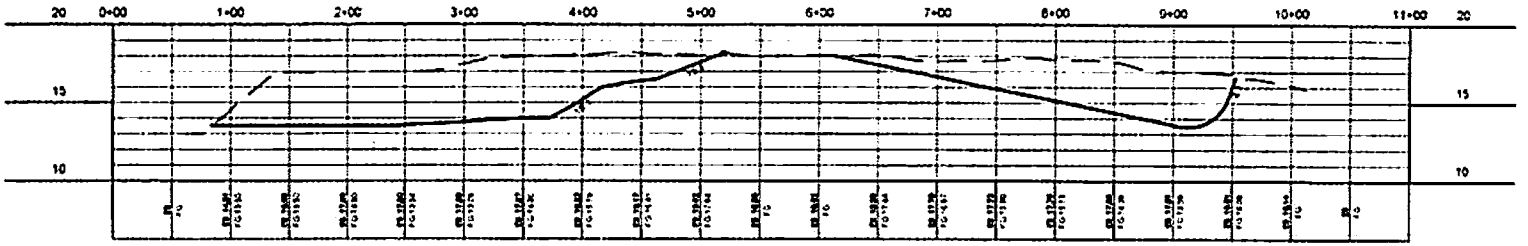
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Scale	Status	Rev	Security
NTS	PRE	P1	STD

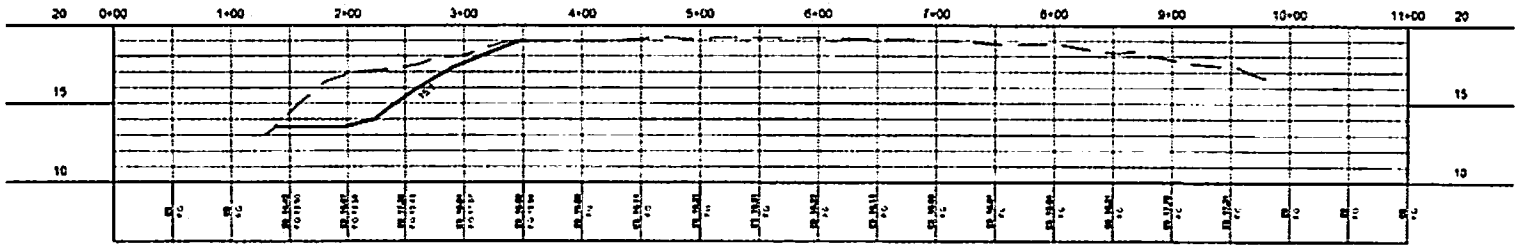
Drawing Number

C-007

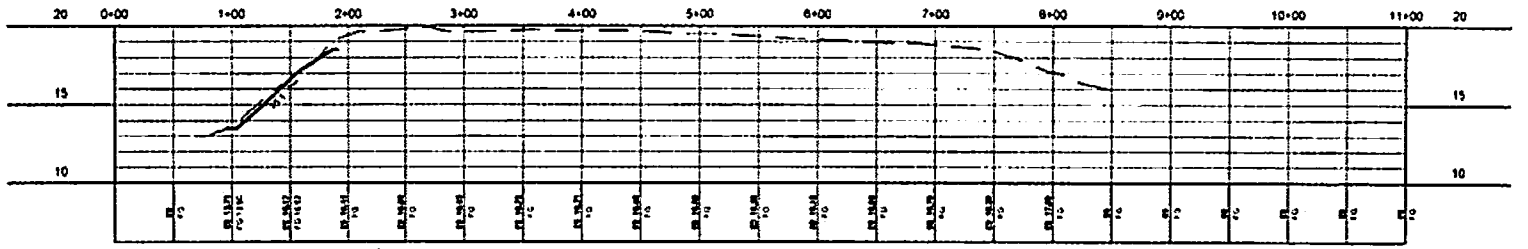
SECTION F



SECTION G



SECTION H



FINAL GRADE (FG)

EXISTING GRADE (EG)

No.	Date	Drawn	Description	Ch'k'd	App'd

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Project

Jones Swamp Floodplain Restoration & Expansion Project

FLOODPLAIN CROSS-SECTIONS III

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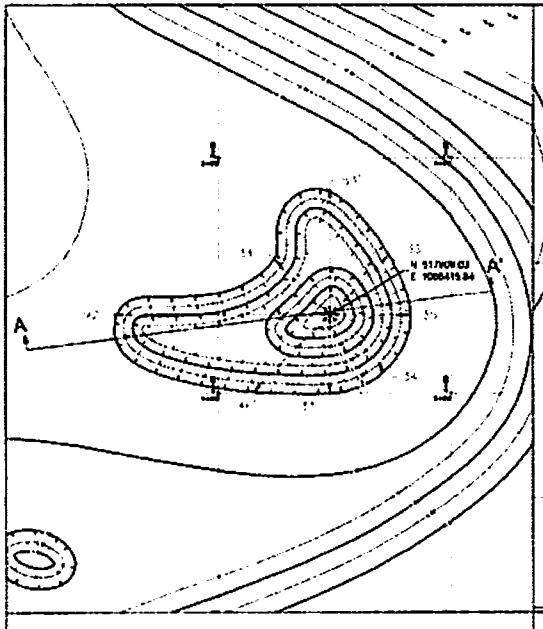
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371427	8	14

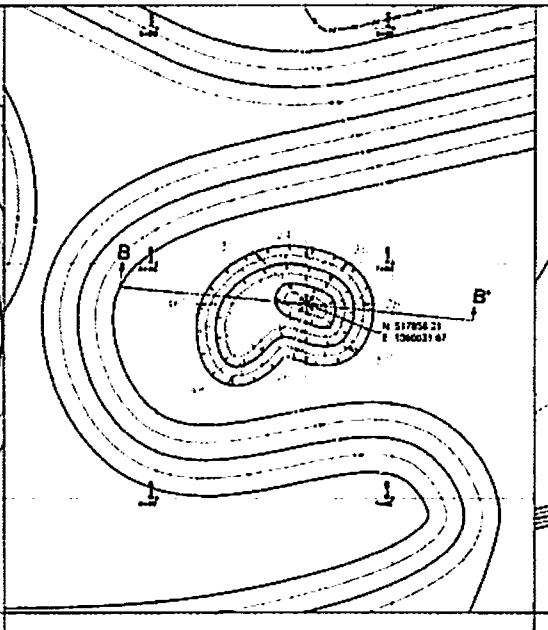
Designed	Checked	Eng Check	
Drawn		Construction	
Eng Check		Approved	

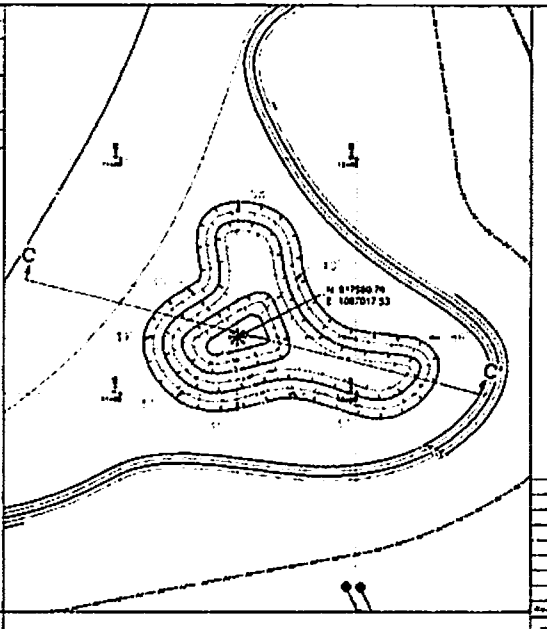
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NTS	PRE	P1	STD

Drawing Number

C-008

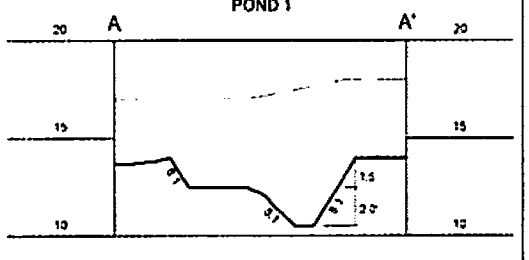


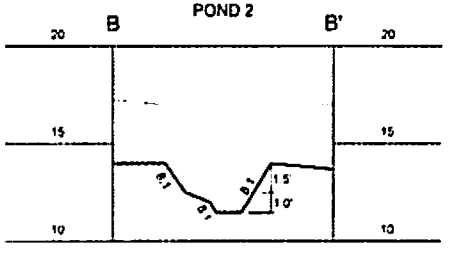


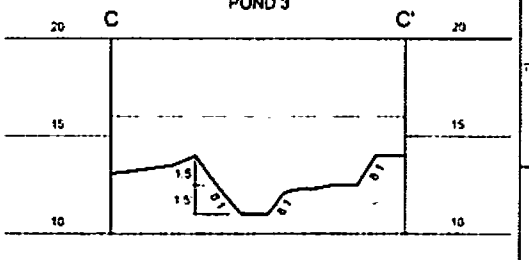


FINAL GRADE (FG)

EXISTING GRADE (EG)







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Escambia County
Board of County Commissioners

Jones Swamp Floodplain Restoration
& Expansion Project

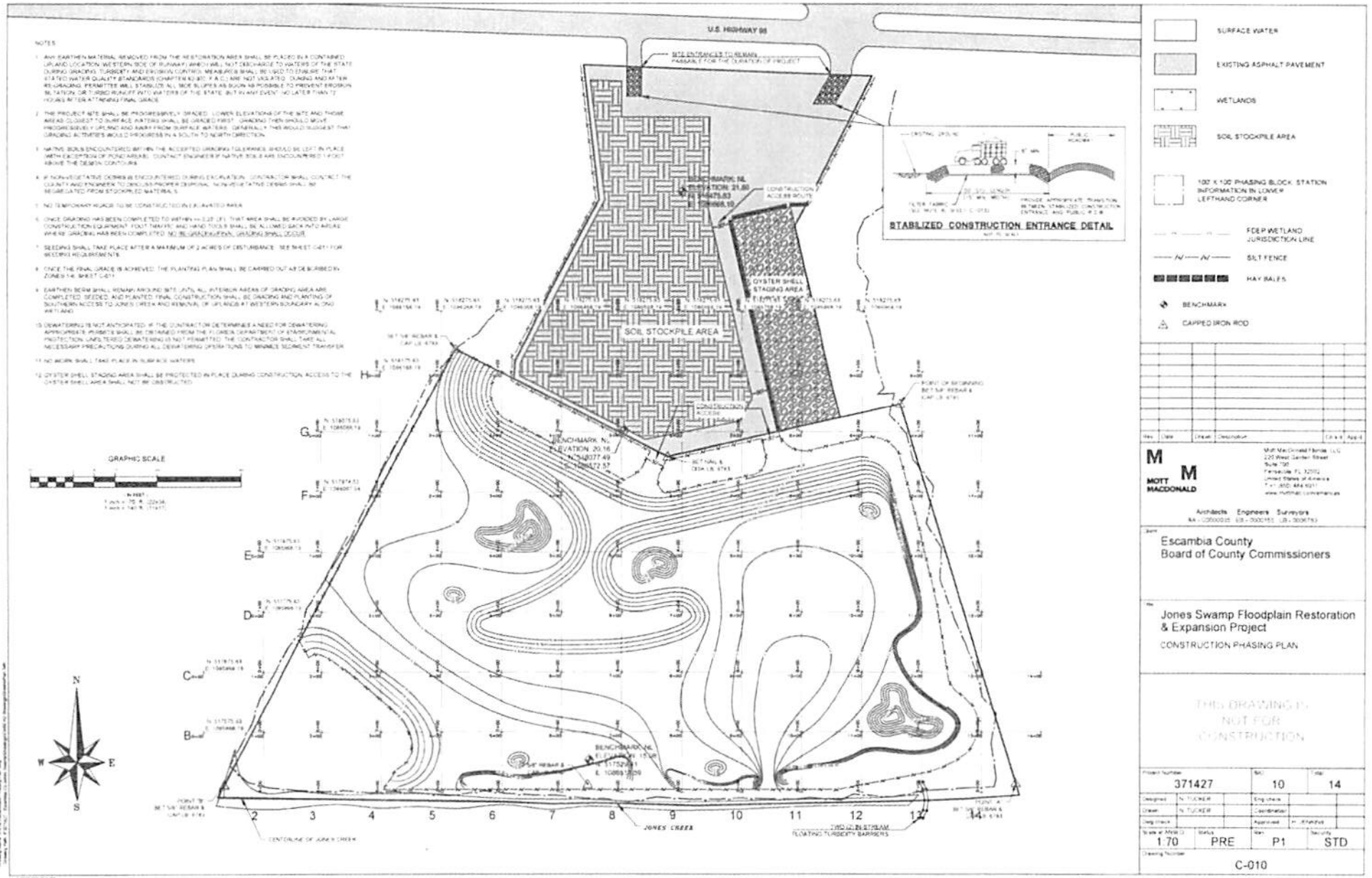
POND DETAILS

NOT FOR CONSTRUCTION

Project Number	Sht	Total
371427	9	14

Scale	Status	Rev	Security
NTS	PRE	P1	STD

Drawing Number
C-009



NOTES

1. ANY EARTHEN MATERIAL REMOVED FROM THE RESTORATION AREA SHALL BE PLACED IN A CONTAINED UPLAND LOCATION WESTERN SIDE OF RUNWAY) AND/OR WILL NOT DISCHARGE TO WATERS OF THE STATE DURING GRADING. TURBIDITY AND EROSION CONTROL MEASURES SHALL BE USED TO ENSURE THAT STATED WATER QUALITY STANDARDS (CHAPTER 62-302, F.A.C.) ARE NOT VIOLATED. DURING AND AFTER RE-GRADING, PERMITTEE WILL STABILIZE ALL SIDE SLOPES AS SOON AS POSSIBLE TO PREVENT EROSION SILTATION, OR TURBID RUNOFF INTO WATERS OF THE STATE, BUT IN ANY EVENT, NO LATER THAN 72 HOURS AFTER ATTAINING FINAL GRADE.
2. THE PROJECT SITE SHALL BE PROGRESSIVELY GRADED. LOWER ELEVATIONS OF THE SITE AND THOSE AREAS CLOSEST TO SURFACE WATERS SHALL BE GRADED FIRST. GRADING THEN SHOULD MOVE PROGRESSIVELY UPLAND AND AWAY FROM SURFACE WATERS. GENERALLY, THIS WOULD SUGGEST THAT GRADING ACTIVITIES WOULD PROGRESS IN A SOUTH TO NORTH DIRECTION.
3. NATIVE SOILS ENCOUNTERED WITHIN THE ACCEPTED GRADING TOLERANCES SHOULD BE LEFT IN PLACE (WITH EXCEPTION OF POND AREAS). CONTACT ENGINEER IF NATIVE SOILS ARE ENCOUNTERED 1 FOOT ABOVE THE DESIGN CONTOURS.
4. IF NON-VEGETATIVE DEBRIS IS ENCOUNTERED DURING EXCAVATION, CONTRACTOR SHALL CONTACT THE COUNTY AND ENGINEER TO DISCUSS PROPER DISPOSAL. NON-VEGETATIVE DEBRIS SHALL BE SEGREGATED FROM STOCKPILED MATERIALS.
5. NO TEMPORARY ROADS TO BE CONSTRUCTED IN EXCAVATED AREA.
6. ONCE GRADING HAS BEEN COMPLETED TO WITHIN +/- 0.25' (FT), THAT AREA SHALL BE AVOIDED BY LARGE CONSTRUCTION EQUIPMENT. FOOT TRAFFIC AND HAND TOOLS SHALL BE ALLOWED BACK INTO AREAS WHERE GRADING HAS BEEN COMPLETED. NO RE-GRADE/EXCAVATION, GRADING SHALL OCCUR.
7. SEEDING SHALL TAKE PLACE AFTER A MAXIMUM OF 2 ACRES OF DISTURBANCE. SEE SHEET C-011 FOR SEEDING REQUIREMENTS.
8. ONCE THE FINAL GRADE IS ACHIEVED, THE PLANTING PLAN SHALL BE CARRIED OUT AS DESCRIBED IN ZONES 1-4, SHEET C-011.
9. EARTHEN BERM SHALL REMAIN AROUND SITE UNTIL ALL INTERIOR AREAS OF GRADING AREA ARE COMPLETED, SEEDED, AND PLANTED. FINAL CONSTRUCTION SHALL BE GRADING AND PLANTING OF SOUTHERN ACCESS TO JONES CREEK AND REMOVAL OF UPLANDS AT WESTERN BOUNDARY ALONG WETLAND.
10. DEWATERING IS NOT ANTICIPATED. IF THE CONTRACTOR DETERMINES A NEED FOR DEWATERING APPROPRIATE PERMITS SHALL BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. UNFILTERED DEWATERING IS NOT PERMITTED. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING ALL DEWATERING OPERATIONS TO MINIMIZE SEDIMENT TRANSFER.
11. NO WORK SHALL TAKE PLACE IN SURFACE WATERS.
12. OYSTER SHELL STAGING AREA SHALL BE PROTECTED IN PLACE DURING CONSTRUCTION. ACCESS TO THE OYSTER SHELL AREA SHALL NOT BE OBSTRUCTED.

STABILIZED CONSTRUCTION ENTRANCE DETAIL

SURFACE WATER
EXISTING ASPHALT PAVEMENT
WETLANDS
SOIL STOCKPILE AREA
100' X 100' PHASING BLOCK STATION INFORMATION IN LOWER LEFTHAND CORNER
FDEP WETLAND JURISDICTION LINE
SILT FENCE
HAY BALES
BENCHMARK
CAPPED IRON ROD

Rev	Date	Issued / Description	Drawn	Appd

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Client
Escambia County
Board of County Commissioners

Title
Jones Swamp Floodplain Restoration & Expansion Project
CONSTRUCTION PHASING PLAN

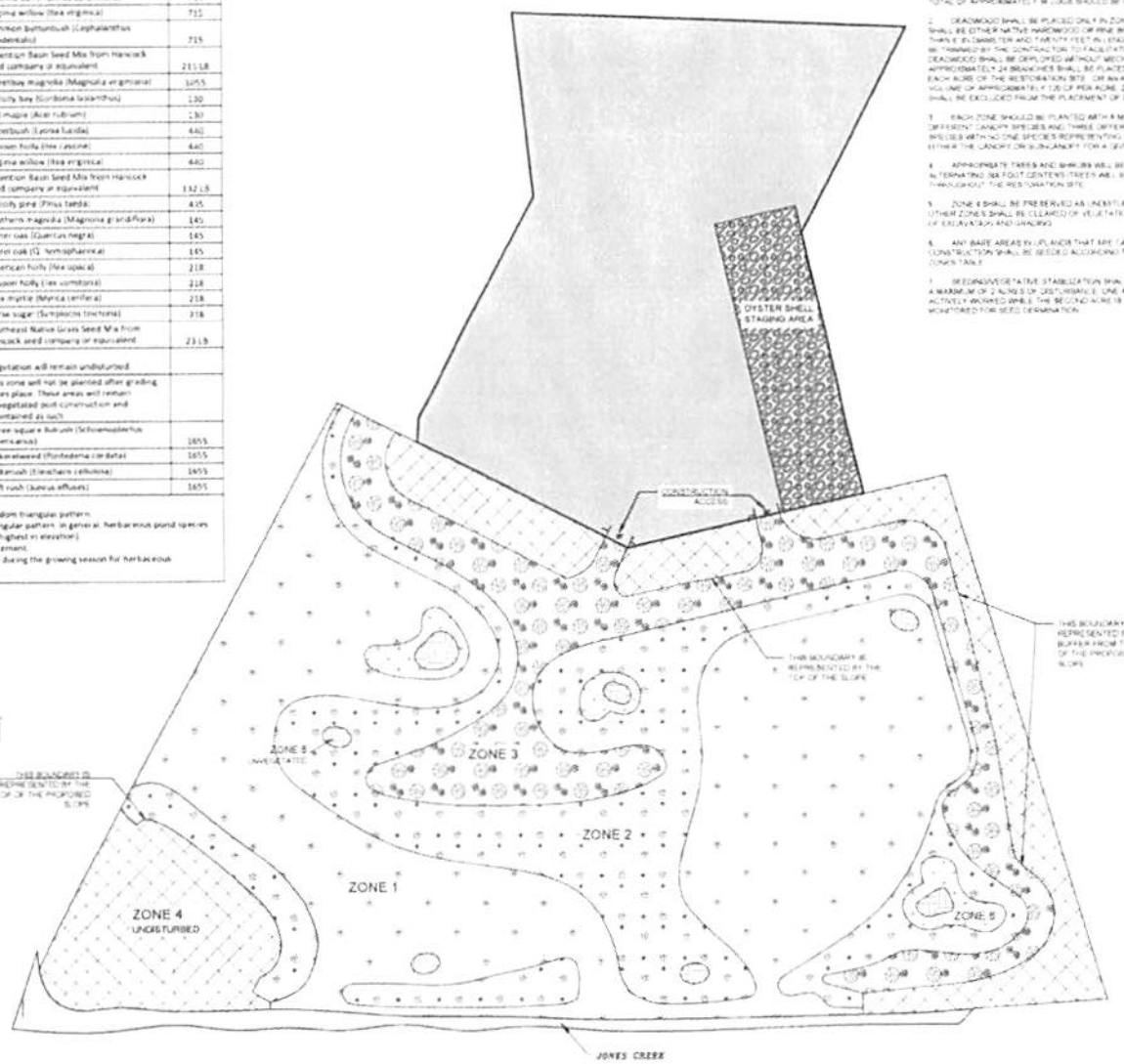
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Project Number		Sht		Rev
371427		10		14
Designed	N. TUCKER	Eng check		
Drawn	N. TUCKER	Coordinator		
Eng check		Approved	H. ATWATER	
Scale at Mod D	Status	Mon	Security	
1:70	PRE	P1	STD	
Drawing Number				
C-010				

PLANTING ZONES	DESCRIPTION	STRATA & SIZE	SPECIES	QUANTITY
ZONE 1 (8.14 ACRE)	PERMANENTLY FLOODED FORESTED FLOODPLAIN SWAMP ELEVATION (2.5' - 5.5')	Canopy (3 gal. containerized stock, Min. 5 ft height, Florida No. 1)	Water tupelo (Nyssa aquatic)	965
			Swamp tupelo (N. biflora var. biflora)	965
			Pond cypress (Taxodium ascendens)	235
		Sub-Canopy/Shrub (1 gal. containerized, Min. 12 in height, Florida No. 1)	Carolina ash (Fraxinus caroliniana)	715
			Virginia willow (Itea virginica)	715
			Common buttonbush (Cephalanthus occidentalis)	715
		Herbaceous Seed (35 lb per acre)	Detention Basin Seed Mix from Hancock seed company or equivalent	211 LB
ZONE 2 (3.77 ACRE)	SEASONALLY SATURATED FORESTED WETLAND ELEVATION (3.5' - 5.5')	Canopy (3 gal. containerized stock, Min. 5 ft height, Florida No. 1)	Sweetbay magnolia (Magnolia virginiana)	1055
			Loblolly bay (Gordonia lasianthus)	130
			Red maple (Acer rubrum)	130
		Sub-Canopy/Shrub (1 gal. containerized, Min. 12 in height, Florida No. 1)	Fetterbush (Lyonia lucida)	440
			Dahoon holly (Ilex cassine)	440
			Virginia willow (Itea virginica)	440
		Herbaceous Seed (35 lb per acre)	Detention Basin Seed Mix from Hancock seed company or equivalent	132 LB
ZONE 3 (2.49 ACRE)	UPLAND HARDWOOD FOREST ELEVATION (5.5' - 9')	Canopy (3 gal. containerized stock, Min. 5 ft height, Florida No. 1)	Loblolly pine (Pinus taeda)	435
			Southern magnolia (Magnolia grandiflora)	145
			Water oak (Quercus nigra)	145
			Laurel oak (Q. hemisphaerica)	145
		Sub-Canopy/Shrub (1 gal. containerized, Min. 12 in height, Florida No. 1)	American holly (Ilex opaca)	218
			Yaupon holly (Ilex vomitoria)	218
			Wax myrtle (Myrica cerifera)	218
			Horse sugar (Symplocos tinctoria)	218
		Herbaceous Seed (9 lb per acre)	Southeast Native Grass Seed Mix from Hancock seed company or equivalent	23 LB
ZONE 4 (2.76 ACRE)	UNDISTURBED AREAS		vegetation will remain undisturbed	
ZONE 5 (0.064 ACRE)	UNVEGETATED CONCAVE SURFACE		This zone will not be planted after grading takes place. These areas will remain unvegetated post-construction and maintained as such	
ZONE 6 (0.796 ACRE)	PONDS	Herbaceous Plond (2 in-liner or bare root equivalent)	Three-square Bulrush (Schoenoplectus americanus)	1655
			Pickerelweed (Pontederia cordata)	1655
			Spikerush (Eleocharis cellulosa)	1655
			Soft rush (Juncus effusus)	1655

PLANTING NOTES
1. Canopy, sub-canopy/shrub species are to be spaced 12 ft O.C. in a random triangular pattern.
2. Herbaceous pond species are to be spaced 18 in O.C. in a random triangular pattern. In general, herbaceous pond species are listed from most inundated (lowest in elevation) to least inundated (highest in elevation).
3. Canopy and sub-canopy/shrub species will not require caliper measurement.
4. Recommended planting season is winter months for trees/shrubs and during the growing season for herbaceous.
5. Recommended planting size for Loblolly pine is bare root seedling.

NOTES
1. WITHIN THE POND AREAS, AT LEAST TWO 6-INCH DIAMETER OR GREATER LOGS APPROXIMATELY TEN FEET IN LENGTH SHALL BE PLACED SUCH THAT ON END OF THE LOG IS SUBMERGED AND THE OTHER END EXTENDS HIGHER THAN THE EXPECTED POOL LEVEL THROUGHOUT THE REST OF THE SITE, TWO 6-INCH DIAMETER OR GREATER LOG SHALL BE PLACED PER ACRE IN THE SAME MANNER TOTAL OF APPROXIMATELY 14 LOGS SHOULD BE PLACED.
2. DEADWOOD SHALL BE PLACED ONLY IN ZONE 3. DEADWOOD SHALL BE OTHER NATIVE HARDWOOD OR PINE BRANCHES NO LESS THAN 6" IN DIAMETER AND TWENTY FEET IN LENGTH. BRANCHES MAY BE TRIMMED BY THE CONTRACTOR TO FACILITATE THE DELIVERY. DEADWOOD SHALL BE DEPLOYED WITHOUT MECHANICAL ANCHORING. APPROXIMATELY 24 BRANCHES SHALL BE PLACED IN 1-2 PILES WITHIN EACH ACRE OF THE RESTORATION SITE. OR AN AVERAGE OF 10 WOOD VOLUME OF APPROXIMATELY 1 CUBIC PER ACRE. ZONES 1, 2, 4, 5, AND 6 SHALL BE EXCLUDED FROM THE PLACEMENT OF DEADWOOD.
3. EACH ZONE SHOULD BE PLANTED WITH A MINIMUM OF THREE DIFFERENT CANOPY SPECIES AND THREE DIFFERENT SUB-CANOPY SPECIES WITH NO ONE SPECIES REPRESENTING MORE THAN 50% OF EITHER THE CANOPY OR SUB-CANOPY FOR A GIVEN ZONE.
4. APPROPRIATE TREES AND SHRUBS WILL BE PLANTED IN ALTERNATING 10 FOOT CENTERS. TREES AND SHRUBS SHALL BE STAGGERED THROUGHOUT THE RESTORATION SITE.
5. ZONE 4 SHALL BE PRESERVED AS UNDISTURBED AREAS. ALL OTHER ZONES SHALL BE CLEARED OF VEGETATION IN PREPARATION OF EXCAVATION AND GRADING.
6. ANY BARE AREAS IN UPLANDS THAT ARE DISTURBED BY CONSTRUCTION SHALL BE SEEDED ACCORDING TO THE PLANTING ZONES TABLE.
7. SEED/VEGETATIVE STABILIZATION SHALL TAKE PLACE AFTER A MAXIMUM OF 2 ACRES OF DISTURBANCE. ONE ACRE SHALL BE ACTIVELY WORKED WHILE THE SECOND ACRE IS SEEDED AND MONITORED FOR SEED GERMINATION.



GRAPHIC SCALE

N
W E
S

ZONE 1
ZONE 2
ZONE 3
ZONE 4
ZONE 5
ZONE 6
SURFACE WATER
EXISTING ASPHALT PAVEMENT
BENCHMARK
CAPPED IRON ROD

No.	Date	Drawn	Description	Chk'd	Appr'd

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Architects Engineers Surveyors
AA - C000220 ED - 0000153 LB - 0006783

Client
Escambia County
Board of County Commissioners

Title
Jones Swamp Floodplain Restoration & Expansion Project

SITE CLEARING & PLANTING PLAN

THIS DRAWING IS NOT FOR CONSTRUCTION

Project Number		SO	Total
371427		11	14
Designed	N. TUCKER	Eng check	
Drawn	N. TUCKER	Coordinator	
Dwg check		Approved	
Scale at ANSI D	Status	Rev	Security
1:70	PRE	P1	STD

Drawing Number
C-011

PLANTING NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES ELECTRICAL WIRING WATER ETC. PRIOR TO PLANT MATERIAL OR IRRIGATION INSTALLATION. DAMAGED UTILITY LINES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER

2. THE CONTRACTOR SHALL INSTALL ONLY PLANTS GRADED FLORIDA NO. 1 OR BETTER AS SET FORTH IN THE FLORIDA DEPARTMENT OF AGRICULTURE "GRADES AND STANDARDS FOR NURSERY PLANTS" LATEST EDITION (INCLUDING PEAT MOSS) AND THAT MEET OR EXCEED THE SIZES INDICATED ON THE PLANTING SCHEDULE. BALLED AND BURLAPPED PLANTS SHALL BE DUG WITH FIRM NATURAL BALLS OF EARTH. CONTAINER GROWN STOCK SHALL HAVE BEEN GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS SHAPE AND THE SOIL TOGETHER FIRMLY BUT NOT LONG ENOUGH TO HAVE BECOME POT BOUND

3. THE CONTRACTOR SHALL INSTALL SHRUBS IN CIRCULAR PITS WITH A DIAMETER 18" GREATER THAN ROOTBALL. PLANT TREES IN CIRCULAR PITS EQUAL TO 3 TIMES THE DIAMETER OF THE ROOTBALL OR CONTAINER

4. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES IN THE PLANTING SCHEDULE AND INSTALL ALL PLANTS AND MATERIALS AS INDICATED ON THE PLANS. PROVIDE LUMP SUM PRICE WHICH INCLUDES ALL OTHER INCIDENTAL MATERIALS, LABOR, ETC.

5. THE CONTRACTOR SHALL VISIT BY THE OWNER AND ARCHITECT TO ANY UNFORESEEN CONDITIONS SUCH AS: COMPACTED SOIL, SUBSURFACE ROCK, DRAINAGE, UNCONSOLIDATED SOIL, EROSION, UTILITY CONFLICTS, EXISTING SOIL OR SHRUBS ETC. PRIOR TO PRIVATE LIVING WITH LANDSCAPE INSTALLATION

6. THE CONTRACTOR SHALL GUARANTEE ALL PLANTS FOR TWO YEARS

7. ALL PLANT MATERIALS AND WORKMANSHIP ARE SUBJECT TO THE APPROVAL OF THE OWNER

8. THE CONTRACTOR SHALL NOT MAKE SUBSTITUTIONS OF MATERIALS WITHOUT OWNER APPROVAL

9. THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS INCLUDING WATERING MOWING WEED AND PEST CONTROL, ETC. UNTIL FINAL APPROVAL BY THE OWNER

10. THE CONTRACTOR SHALL KEEP ALL AREAS OF WORK CLEAN NEAT AND ORDERLY. ALL PAVED SURFACES ARE TO BE CLEANED OF SOIL AND DEBRIS AT THE CLOSE OF THE WORK DAY

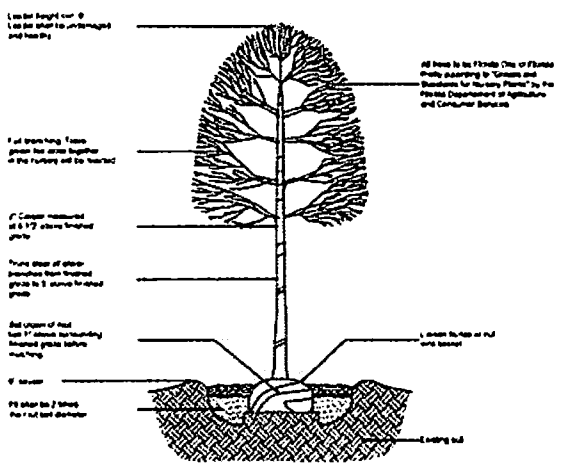
11. EACH TREE AND SHRUB SHALL BE FINALIZED AS INDICATED TO ENSURE ALL COAT WORK, SUCKERS OR ARBOR EXCHANGE OF BRANCHES. ALL PRUNING SHALL BE IN ACCORDANCE WITH ACCEPTED INDUSTRY PRACTICE AND SHALL PRESERVE THE NATURAL HABIT AND CHARACTER OF THE PLANT

12. PLANTS WITH BROKEN ROOT BALLS OR SUBSTANTIAL DAMAGE TO ANY PART SHALL BE REFUSED (OR PRUNE TO FIT PLANTS)

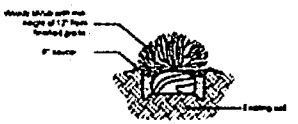
13. PLANTS SHALL BE HANDLED BY THE ROOT BALL, NEVER BY THE STEM OR TRUNK. BALLED PLANTS SHALL NOT BE DROPPED

14. ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN FLOURISHING CONDITION OF ACTIVE GROWTH. THE MINIMUM CRITERIA SHALL BE 80% SURVIVAL AND 80% COVERAGE AFTER TWO YEARS. THE OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE UNLESS OTHERWISE AGREED WITH CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MONITOR THE PROJECT DURING THE GUARANTEE PERIOD AND INFORM THE OWNER IF PROBLEMS DEVELOP WITH THE PLANT MATERIAL. ANY REPLACEMENTS SHALL BE GUARANTEED FOR AS MANY AS THE MAIN LEADER HAS DIED. THE CONTRACTOR SHALL REMOVE DEAD AND UNHEALTHY PLANTS IMMEDIATELY AND REPLACE AT THE CONTRACTOR'S EXPENSE

15. ESCAMBIA COUNTY RESERVES THE RIGHT TO REJECT PLANTS THAT DO NOT MEET MINIMUM SPECIFICATIONS



TREE PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.

Rev	Date	Drawn	Description	Ch'k'd	App'd

MOTT MACDONALD

Architects Engineers Surveyors

Client
Escambia County
Board of County Commissioners

Title
Jones Swamp Floodplain Restoration & Expansion Project
PLANTING DETAILS

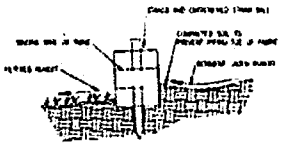
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Project Number	Sheet	Total
371427	12	14

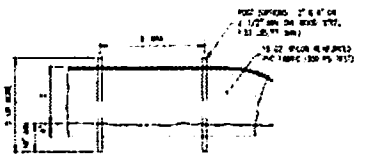
Designed	Drawn	Checked	Approved
N. TUCKER	N. TUCKER		

Scale at A1/A3	Status	Size	Drawing No.
NTS	PRE	P1	STD

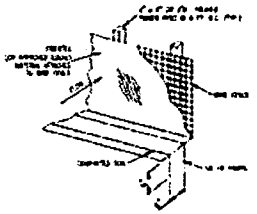
C-012



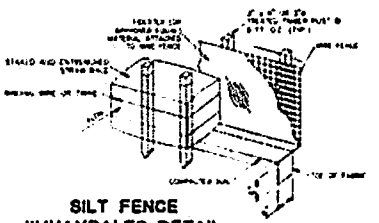
DETAIL OF PROPERLY INSTALLED STRAW BALE



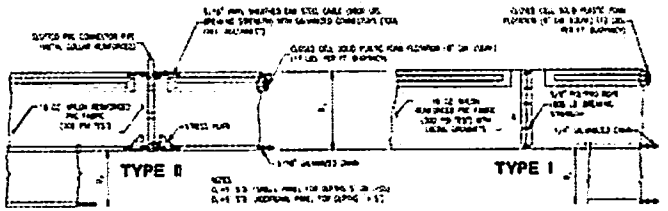
STAKED TURBIDITY BARRIER



SILT FENCE DETAIL



SILT FENCE W/HAYBALES DETAIL



FLOATING TURBIDITY BARRIERS

Rev	Date	Drawn	Description	Check	Appd

M MOTT MACDONALD

Escambia County
Board of County Commissioners

Jones Swamp Floodplain Restoration & Expansion Project

EROSION CONTROL DETAILS

THIS DRAWING IS NOT FOR CONSTRUCTION

Project Number	Sht	Total
371427	13	14

Designed	Eng Hours	
Drawn	Examination	
Eng Check	Approved	

Scale of Sheet/D	Status	Rev	Security
NTS	PRE	P1	STD

Drawing Number
C-013

STORMWATER POLLUTION PREVENTION PLAN

1.0 BACKGROUND & REQUIREMENTS

1.1 Introduction

The referenced report documentation for the Storm Water Pollution Prevention Plan (SWPPP) is the United States Environmental Protection Agency's (EPA) Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices Summary Guidance (EPA 833-R-92-001) and Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices (EPA 832-R-92-005). This SWPPP is designed to protect onsite and adjacent natural resources, including but not limited to: wetlands, marshes, bayous and bays, as by preserving wildlife and ecological resources.

This project does require an Environmental Resource Permit pursuant to Rule 62-330, Florida Administrative Code (FAC) by the Florida Department of Environmental Protection (FDEP).

1.2 Notice of Intent (NOI)

Rule 62-621.300(4), FAC, requires the construction operator of a site that disturbs one or more acres to obtain coverage from the General Permit for Stormwater Discharge from Large and Small Construction Activities (CGP). The contractor is required to submit a Notice of Intent to Use General Permit for Stormwater Discharge from Large and Small Construction Activities (FDEP Form, 62-621.300(4)(b)) along with the appropriate application fee to the following address 48 hours prior to commencing construction:

NPDES Stormwater Notices Center, MS 2510
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

This form can be obtained from FDEP's website (www.dep.state.fl.us) or the contracting FDEP. Please note that the current application fee is $500. However this fee is subject to change without notice. Please refer to the most recent version of Rule 62-4.050(4)(b) FAC, to confirm the amount before submitting payment. If construction activity exceeds five years, the contractor must reapply for coverage.

1.3 Stormwater Pollution Prevention Plan (SWPPP)

The contractor is required to certify this Stormwater Pollution Prevention Plan (SWPPP) before prior to submitting the NOI. This SWPPP is not required to be submitted with the NOI, but is required to be kept on site during all phases of construction. Erosion control and sediment control, and contamination methods may supply parts from contractor to contractor, the contractor can submit alternative methods to this SWPPP that are equal or better at controlling erosion and contamination. At a minimum, the contractor must follow the erosion control plan specified in the construction plans and documents. Any modifications to this SWPPP must be documented and kept with the plan as part of the record keeping process to be in full compliance with the CGP.

1.4 Contractor's Certification

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharge associated with construction activity from the construction site identified as part of this certification.

Print & Sign Name	Company's Address
Name & Title (Print)	
Signature Date	

Responsibilities (Owner or Contractor, Sole Contractor, Sub-contractor, Other)

1.5 Notice of Termination (NOT)

The contractor is required to submit a Notice of Termination of General Permit Coverage (FDEP Form 62-621.300(6)) when construction completion is documented and coverage. The NOT is to be submitted to the following address:

NPDES Stormwater Notices Center, MS 2510
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

This form can be obtained from FDEP's website (www.dep.state.fl.us) or the contracting FDEP. The NOT can not be submitted until all disturbed soils at the construction site have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time. Final stabilization means that all soil disturbing activities of the site have been completed and that a uniform (perennial vegetation) cover with a density of 70 percent of the cover for unpaved areas and areas not covered by permanent structures has been established or equivalent stabilization measures have been employed. If construction activity exceeds five years, the contractor must reapply for coverage.

2.0 Applicant Information

Project Address: [illegible]
PENSACOLA, FLORIDA 32507

Latitude: 30° 23' 39.17" N
Longitude: 87° 17' 54.39" W

Water Management District: NORTHWEST FLORIDA (NWFWMD)

Site Permit No.: N/A

MS4 Operator Name: N/A

Receiving Water Name: JONES CREEK TO ESCAMBIA BAY

3.0 SITE DESCRIPTION

3.1 Nature of Construction Activities

Construction of Jones Swamp Floodplain Restoration & Expansion including excavation of backwater, grading, and planting.

3.2 Sequence of Major Soil Disturbing Activities

The following sequence of major activities shall be followed unless the contractor can propose an alternative that is equal to or better at controlling erosion and sedimentation. This detailed sequence for the entire project can vary significantly from contractor to contractor. The contractor is responsible for documenting any changes.

This project shall consist of the construction of a floodplain restoration and expansion was conducted by 3 to a Holley County and built by the county's contractor on land owned by Pensacola State College. The construction should proceed in the following manner:

1. Installation of all sediment and erosion control devices that can be placed prior to any major soil disturbances.
2. Clear and remove all existing vegetation in those areas where necessary. All remaining vegetation shall be properly protected prior to removal of the natural state.
3. Immediate installation of all remaining sediment and erosion control devices.
4. Initiate excavation and grading of floodplain.
5. Complete rough grading to +/- 0.5' above elevations of the site and those areas cleared to surface drains to all be graded final. Grading then should move progressively upland and away from surface waters. Generally this would suggest that grading activities should begin near to south to north direction.
6. Upon completion of construction activities, promote planting restoration and stabilize any upland disturbance areas not existing.
7. Remove appropriate temporary sediment and erosion control devices.

3.3 Area Estimates

Excavation:	13.33 AC
Spoil Areas:	3.27 AC
Total Area:	16.60 Acres

3.4 Runoff Data

This project will NOT result in an increase of impervious surfaces contributing to runoff.

Soils Data:

The following table includes information taken from the soil descriptions and Tables available on the Natural Resources Conservation Service Web Soil Survey website: http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm.

Map Symbol	Soil / Percentage of Site	Grade	Natural Drainage	Suitable for Economically High Water Table
5	Chastain and Pickney soils, depressional	0% - 2%	Very poor	Not Applicable

For more detailed soils information, refer to the geotechnical engineering services report prepared for this project by Lang & Associates, Inc.

4.0 Site Map

The construction plans are to be used as the site maps. The location of the required information is described below:

- Drainage Patterns: Any changes in the pre-existing drainage pattern shall occur as a result of the project's construction.
- Approximate Slopes: Existing slopes range from 0-4%. Proposed slopes range from 2-6%.
- Areas of Soil Disturbance: All construction is shown on the plans.
- Areas not to be Disturbed: Any areas not showing demolition work or permanent features and proposed not to be disturbed. It will be the contractor's responsibility to indicate on the plans any of these areas that are get disturbed as well as any areas used for staging and materials storage.
- Locations of Controls: Areas which require proposed temporary controls are shown on the plans and shall be the contractors responsibility to locate, install and maintain. All proposed permanent controls are shown on the plans. It will be the contractor's responsibility to indicate the location of controls on the plans that are used during construction.
- Areas to be Stabilized: Permanent stabilization is shown on the plans. It will be the contractor's responsibility to maintain the location on the plans of all temporary stabilization practices used during construction.
- Surface Waters: The surface waters will be distributed by the construction of this project.
- Offsite Areas: There are no offsite areas associated with this project.

5.0 Receiving Waters

Overland sheetflow from the adjacent runway is the receiving waters of the stormwater runoff from this project. The site is a floodplain and will be frequently flooded by Jones Creek during storm events.

6.0 CONTROLS

6.1 Erosion and Sediment Controls

All erosion and sediment controls specified on these plans, limits of soil erosion and sedimentation control measures) shall be installed prior to any construction of demolition. Silt fencing and staked hay bales shall be installed along downgradient limits to protect existing drainage structures and/or drainage systems from erosion and sedimentation.

Graded areas shall be stabilized with permanent seeding after a maximum 2 acres of disturbance. All seeding shall be as constructed between April 1st and August 1st. Landscaping shall be installed by an experienced Landscape Contractor. See Sheet C-011 for additional information.

6.2 Stormwater Management

No stormwater treatment facility will be required for this project. This project is exempt from stormwater treatment requirements of the Florida Code Water of Environmental Protection (FDEP). General Stormwater Permit specified by Rule 62-25.021, Florida Administrative Code (FAC) and any requirements by the local governmental authority.

6.3 Other Controls

Waste Disposal: The contractor is responsible for all waste disposal from the site. The contractor shall comply waste disposal practices that meet all local, state, and federal guidelines and prevent discharge of solid materials to waters of the United States. The Contractor is responsible for documenting the portion of the SWPPP.

Offsite Vehicle Tracking: If offsite tracking of sediments by construction vehicles occurs, the contractor is required to install a Sediment Tracking Prevention Device (STPD) as per FDOT Standard Index 106 at all exits to the site where equipment loading & unloading. The Contractor is also responsible for documenting this portion of the SWPPP.

6.4 MAINTENANCE

Controls shall be kept in full operating condition throughout all phases of construction until all disturbed areas are completely stabilized. Maintenance repair, removal and haste measures shall be documented. Repairs and debris/waste shall be completed as soon as possible and within seven days after inspection. Any required changes that are not covered in the SWPPP shall also be made as soon as possible within seven days and documented.

7.0 INSPECTIONS

Qualified personnel shall inspect the following items, but not limited to: at least once every seven calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater. Where sites have been finally stabilized, inspections shall be conducted at least once every month.

- Points of discharge to waters of the United States
- Points of discharge to municipal separate storm sewer systems
- Disturbed areas of the site that have not been finally stabilized
- Areas used for storage of materials that are exposed to precipitation
- Structural controls
- Storm water management systems
- Locations where vehicles enter or exit the site

8.0 NON-STORMWATER DISCHARGES

The Contractor shall be responsible for reporting any hazardous substance spills that may equal or exceed a Reportable Quantity (RQ). Refer to EPA's List of Hazardous Substances and Reportable Quantities (EPA 40 CFR 302.4 & 117). This list can be obtained from EPA's website (www.epa.gov) or by contacting EPA. If an RQ release does occur the Contractor shall perform the following procedures:

- Notify the National Response Center (www.epa.gov, at 800-424-8802)
- Provide written description of the release within 14 days providing dates, cause and prevention methods to the regional EPA office.
- Modify the SWPPP as necessary to address added prevention methods.

9.0 SWPPP IMPLEMENTATION CHECKLIST

9.1 General

The Contractor shall maintain records of construction activities including, but not limited to:

- Dates when major grading activities occur
- Dates when construction activities temporarily cease on a portion of the site
- Dates when construction activities permanently cease on a portion of the site
- Dates when stabilization measures are initiated on the site

9.2 Inspection Reports

The Contractor shall prepare inspection reports summarizing the inspections, but not limited to:

- Name of inspector
- Qualifications of inspector
- Weather conditions inspected
- Observed conditions
- Changes necessary to the SWPPP

9.3 Disposal of Reportable Quantities of Oil or Hazardous Materials

The Contractor shall report any releases of reportable quantities of oil or hazardous materials if they occur as per the measures outlined in Section 6.0 of the SWPPP.

9.4 SWPPP Modification

The Contractor shall modify the SWPPP as necessary to:

- Comply with stormwater permit requirements when notified by FDEP that the plan does not comply.
- Address any changes in design, construction, operation or maintenance, which has an effect on the potential for discharge of pollutants.
- Prevent reoccurrence of reportable quantity releases of hazardous material or oil.

10.0 TERMINATION CHECKLIST

The following items shall be complete before submitting the NOT:

- All soil disturbing activities are complete.
- Temporary erosion and sediment control measures have been removed or will be removed at an appropriate time.
- All areas of the construction site not otherwise covered by permanent pavement or structures have been stabilized with uniform perennial vegetative cover with a density of 70% or equivalent measures have been employed.

Rev	Date	Drawn	Description	CH'd	Appd

M MOTT MACDONALD
Mott MacDonald Florida, LLC
225 West Garden Street
Suite 700
Pensacola, FL 32502
United States of America
T +1 (850) 434 5011
www.mottmac.com/americas

Architects Engineers Surveyors
AA - C0000635 EB - 3500155 LB - 0004764

Client:
Escambia County Board of County Commissioners

Title:
Jones Swamp Floodplain Restoration & Expansion Project
STORMWATER POLLUTION PREVENTION PLAN

THIS DRAWING IS NOT FOR CONSTRUCTION

Project Number		BID	Total
371427		14	14
Designed: N. TUCKER		Engineer:	
Drawn: N. TUCKER		Examiner:	
Orig Date:		Approved: K. ASHFIELD	
Scale at Arch D: NTS	Status: PRE	Rev: P1	Security: STD

Drawing Number: C-014

EXHIBIT C

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the Buyer and Seller. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

These insurance requirements shall not limit the liability of the contractor. The Buyer and Seller do 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 the Buyer and Seller as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the contractor waives its right of recovery against the Buyer and Seller, to the extent permitted by its insurance policies.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary.

Commercial General Liability Coverage – Occurrence Form Required

Commercial General Liability Insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

Automobile Coverage

Automobile Liability Insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.

Workers' Compensation Coverage

Workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least $100,000 each accident/$100,000 each employee/$500,000 policy limit for disease. The contractor shall also purchase any other coverage's required by law for the benefit of the employees.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which reflect the Buyer and Seller as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Buyer and Seller at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Buyer and Seller at least 15 days prior to coverage renewals. If requested by the Buyer and Seller, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Buyer and Seller, 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.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-7. Approval of Various Consent Agenda Items – Continued

6. Taking the following action, as Community Transportation Coordinator, and on behalf of Escambia County Community Transportation:

   A. Approving the *Medical Transportation Services Agreement* with Medical Transportation Management, Inc., d/b/a Southeast MTM, Inc., to provide transportation coordination services for some transportation disadvantaged clients who receive Medicaid; and

   B. Authorizing the County Administrator to execute the Agreement.

7. Authorizing the scheduling of a Public Hearing on January 21, 2016, at 5:33 p.m., to amend the Fiscal Year 2015/2016 Budget to include the fund balance carry-forwards.

3. Revocable License Agreement

Motion made by Commissioner Robertson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Underhill having left the meeting, taking the following action concerning the *Revocable License Agreement* with Pensacola State College for the Jones Creek Project:

A. Approving the *Revocable License Agreement* between the District Board of Trustees of Pensacola State College, Florida, and Escambia County (College Contract Number 2016162); and

B. Authorizing the Chairman to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extension, and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

For Information: Commissioner Robinson disclosed that he serves on the Foundation Board of Pensacola State College as a non-paid member.

ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and Local Government Law

CHARLES V. PEPPLER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN G. WEST
Senior Assistant County Attorney
Board Certified Real Estate Law

KRISTIN D. HUAL
Assistant County Attorney
Board Certified City, County, and Local Government Law

KERRA A. SMITH
Assistant County Attorney

MEREDITH D. CRAWFORD
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979

January 14, 2016

Thomas J. Gilliam, Jr.
Vice President of Student Affairs
and General Counsel
Pensacola Junior College
1000 College Boulevard
Pensacola, Florida 32504

Re: License Agreement with PSC for Soil Borings/Testing

Dear Tom:

Enclosed please find an executed original of the Revocable License Agreement for the Jones Creek project. Thank you again for all of your assistance.

Very truly yours,

Stephen G. West
Senior Assistant County Attorney

SGW/el
Enclosure
cc: Chips Kirschenfeld, Interim Director, Department
Natural Resources Management
Brent Wipf, Environmental Programs Manager

College Contract Number
2016162

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this 7th day of January 2016, by and between THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA (hereinafter "Licensor"), whose address is 1000 College Boulevard, Pensacola, Florida 32504, and ESCAMBIA COUNTY, a political subdivision of [illegible] "Licensee"), whose address is 221 Palafox Place, Pe

PENSACOLA STATE COLLEGE COPY

Legal Services, Pensacola State College
Mail to: 1000 College Boulevard
Pensacola, FL 32504

WITNESSETH:

WHEREAS, Licensee has requested p[illegible] property for the purpose of conducting e[illegible] preparing a preliminary design and delineatin[illegible] restore the natural floodplain; and

WHEREAS, Licensor and Licensee wish to enter into this Agreement to confirm their respective rights and obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Property. The Licensor grants to Licensee a revocable license (the "License") to allow Licensee's employees, contractors, and agents access to and use of the property described in the attached Exhibit A (the "Property").

2. Term and License Fee. The term of this Agreement shall be two (2) years, commencing on the date that the last party executes this Agreement, unless either party terminates the Agreement as provided herein.

3. Use of the Property. Licensee shall use the Property only for environmental testing, soil borings, and preparing a preliminary design and delineating a work area in anticipation of removing fill material and restoring the natural floodplain on the Property. However, nothing in this Agreement shall be construed to impose the obligation on Licensee to remove any fill material or restore the natural floodplain, and the parties agree that any such project will be conducted pursuant to a separate agreement between the parties.

4. Condition and Maintenance of the Property. Licensee's access and use of the Property shall be conducted so as not to unduly interfere with Licensor's operations. Licensee shall be responsible, at its expense, for removing any materials, trash or debris brought onto the Property or generated by Licensee in connection with its access and use. Licensor shall promptly notify Licensee upon discovery of any condition that would cause a hazard or threat to the safety of its faculty, staff, students, or members of the public.

5. Liability. Licensee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Licensee agrees to be responsible for its

negligent or tortious acts or omissions and agrees to be liable for damages proximately caused by those acts or omissions to the extent set forth in Section 768.28, Florida Statutes. However, no provision of this Agreement shall be construed, or in any way is intended to be construed, as an indemnity or a waiver of the County's sovereign immunity. Licensee shall require all of its contractors and subcontractors who access the Property to procure and maintain insurance coverage in the types and amounts described in the attached Exhibit B.

6. Termination. This Agreement may be terminated for cause or convenience by any party upon thirty (30) days written notice to the other party. Upon notice of termination, Licensee shall promptly restore the Property to its original condition and remove all equipment and materials not originally present on the Property.

7. Notices. Notices to the parties of this Agreement will be addressed, mailed, or delivered to the following:

Chips Kirschenfeld,

TO LICENSEE:
~~Keith Wilkins, Director~~
Department of Natural Resources Management
221 Palafox Place
Pensacola, FL 32502

COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TO LICENSOR:
Edward Meadows, President
Pensacola State College
1000 College Boulevard
Pensacola, FL 32504

COPY TO:
Thomas J. Gilliam, Jr., Esq.
Vice President of Student Affairs & General Counsel
1000 College Boulevard
Pensacola, FL 32504

Notices shall be delivered in person or by U. S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice to the other as specified above.

8. Compliance with Laws. The County agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to its proposed use of the Property.

9. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by each party after the date of this Agreement.

10. Miscellaneous. The captions, headings, and paragraphs titles in this Agreement are for reference only and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions. Venue of any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

Each of the persons executing this Agreement warrant that they have the authority necessary to bind each of the parties to the terms and conditions described in this Agreement.

IN WITNESS WHEREOF, the Licensor and the County have caused this Agreement to be executed by their duly authorized representative as of the day and year indicated.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: ~~Stephen Barry, Chairman~~
Grover C. Robinson, IV, Chairman

Date Executed
1/7/2016

Approved as to form and legal sufficiency.
By/Title: 86 Asst Asst. County Attorney
Date: Dec. 4, 2015

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA

By: C. Edward Meadows, President

Approved as to Form:
By: _____
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

BCC Approved 01-07-2016

Please sign and return this copy
to Pensacola State College. Thank you.

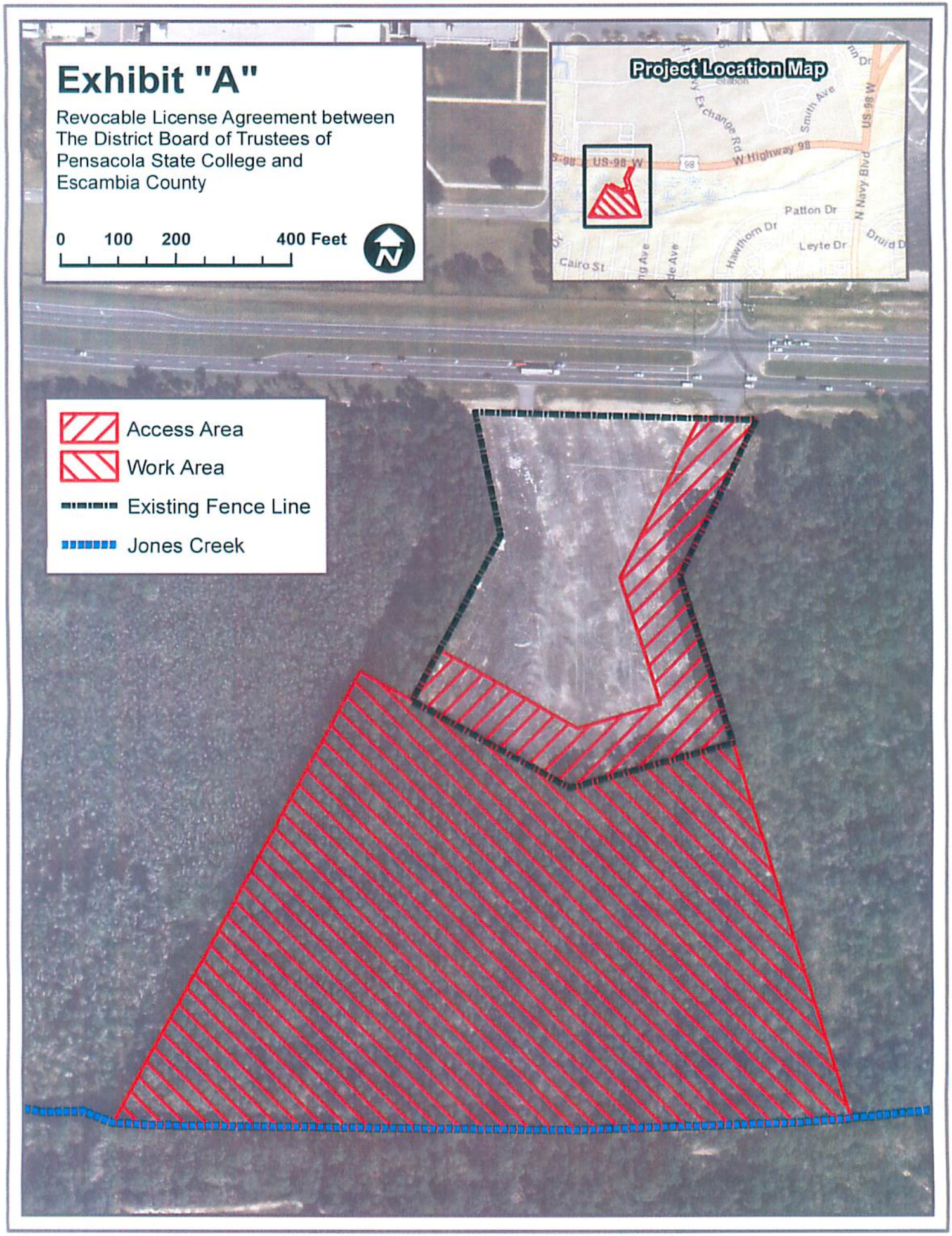

Exhibit "A"
Revocable License Agreement between
The District Board of Trustees of
Pensacola State College and
Escambia County
0
100
200
400 Feet
Project Location Map
US-98 W
W Highway 98
Patton Dr
Leyte Dr
Hawthorn Dr
Cairo St
Smith Ave
Exchange Rd
N Navy Blvd
Access Area
Work Area
Existing Fence Line
Jones Creek

EXHIBIT B

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the Buyer and Seller. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

These insurance requirements shall not limit the liability of the contractor. The Buyer and Seller do 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 the Buyer and Seller as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the contractor waives its right of recovery against the Buyer and Seller, to the extent permitted by its insurance policies.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary.

Commercial General Liability Coverage – Occurrence Form Required

Commercial General Liability Insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

Automobile Coverage

Automobile Liability Insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.

Workers' Compensation Coverage

Workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least $100,000 each accident/$100,000 each employee/$500,000 policy limit for disease. The contractor shall also purchase any other coverage's required by law for the benefit of the employees.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which reflect the Buyer and Seller as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Buyer and Seller at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Buyer and Seller at least 15 days prior to coverage renewals. If requested by the Buyer and Seller, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Buyer and Seller, 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.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning the National Fish and Wildlife Foundation (NFWF) Project Funding Agreement for Bayou Chico Restoration Projects (Funding: this Grant will increase the Budget in Fund 118, Gulf Coast Restoration Fund, in the amount of $11,032,250; a matching contribution from Escambia County of $2,183,000.00 has been identified under a Florida Department of Environmental Protection 319 Grant [$750,000.00], which will be set up in Fund 110, Other Grants and Projects, and in Fund 352, Local Option Sales Tax III, Cost Center 210107, Transportation & Drainage, Project 08EN0272, Beach Haven [$1,433,000.00]):

A. Accepting and approving the National Fish and Wildlife Foundation Project Funding Agreement (NFWF Project ID #45910), in the amount of $11,032,250, for Bayou Chico Restoration Projects;

B. Authorizing the Chairman to sign the Project Funding Agreement and any subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board; and

C. Authorizing staff to begin the process of obtaining necessary easements, parcels, and permits to complete the Bayou Chico Restoration projects.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13056 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Delano Street
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Delano Street - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate a portion of Delano Street:

A. Authorize the scheduling of a Public Hearing on November 1, 2018, at 5:31 p.m., to consider the Petition to Vacate a portion of Delano Street, as petitioned by the owner, James W. Kiker; and

B. Require the Petitioner to notify all property owners within a 500-foot radius.

This petition refers to an area located in District 3.

BACKGROUND:

Delano Street is located east of Market Street and runs parallel to Fairfield Drive.

The petitioner, James Kiker (agent, Teresa Kiker), has filed a Petition to Vacate approximately 1,001 feet of Delano Street, lying east of the Market Street intersection. Mr. Kiker, of Kikers-U-Pull-It, owns the property on both the north and south side of this portion of Delano Street. The purpose of the request is for customer safety, theft prevention, and the prevention of other inappropriate activities that have taken place on the roadway between the two Kiker-owned parcels.

Staff has reviewed the request. Transportation and Traffic Operations staff cannot support the request due to insufficient room for vehicles to turn around in what will become the new terminus of the roadway. Stormwater management staff have no objections but do recommend that the property owner make drainage provisions within the area. All utility companies in the area have been contacted. AT&T, Emerald Coast

Utilities Authority (ECUA), Gulf Power and Pensacola Energy require an easement in the petition area. Pensacola Energy also has a natural gas main in the area. If the request is approved, Pensacola Energy has agreed to cut and cap the existing gas main at the expense of the petitioner. The petitioner and his agent have been made aware of all concerns and are willing to create a cul-de-sac at what will be the new terminus of Delano Street.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the petitioner will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified. It will be the responsibility of the petitioner or his agent to place the advertisement and to notify the property owners.

Attachments

Petition to Vacate - Delano Street

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a Delano Street (straight away between Market Street and W Street) between properties owned by petitioner in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), James W. Kiker presently does own(s) ~~do/does not own~~ an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

LEGAL DESCRIPTION

THE WEST 1001.00 FEET OF THAT AS RECORDED IN DEED BOOK 536, PAGE 576 LYING AND BEING IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

2. That the Petitioner(s), James W. Kiker desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 09 Township 2 SOUTH Range 30 West and recorded in DEED BOOK 536, PAGE 576 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

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

James W. Kiker

Petitioner(s) Name

9990 Bristol Park Road

Street Address

Cantonment Fl

City State

413-841-1596

Phone Number

Teresa O. Kiker

Agent's Name

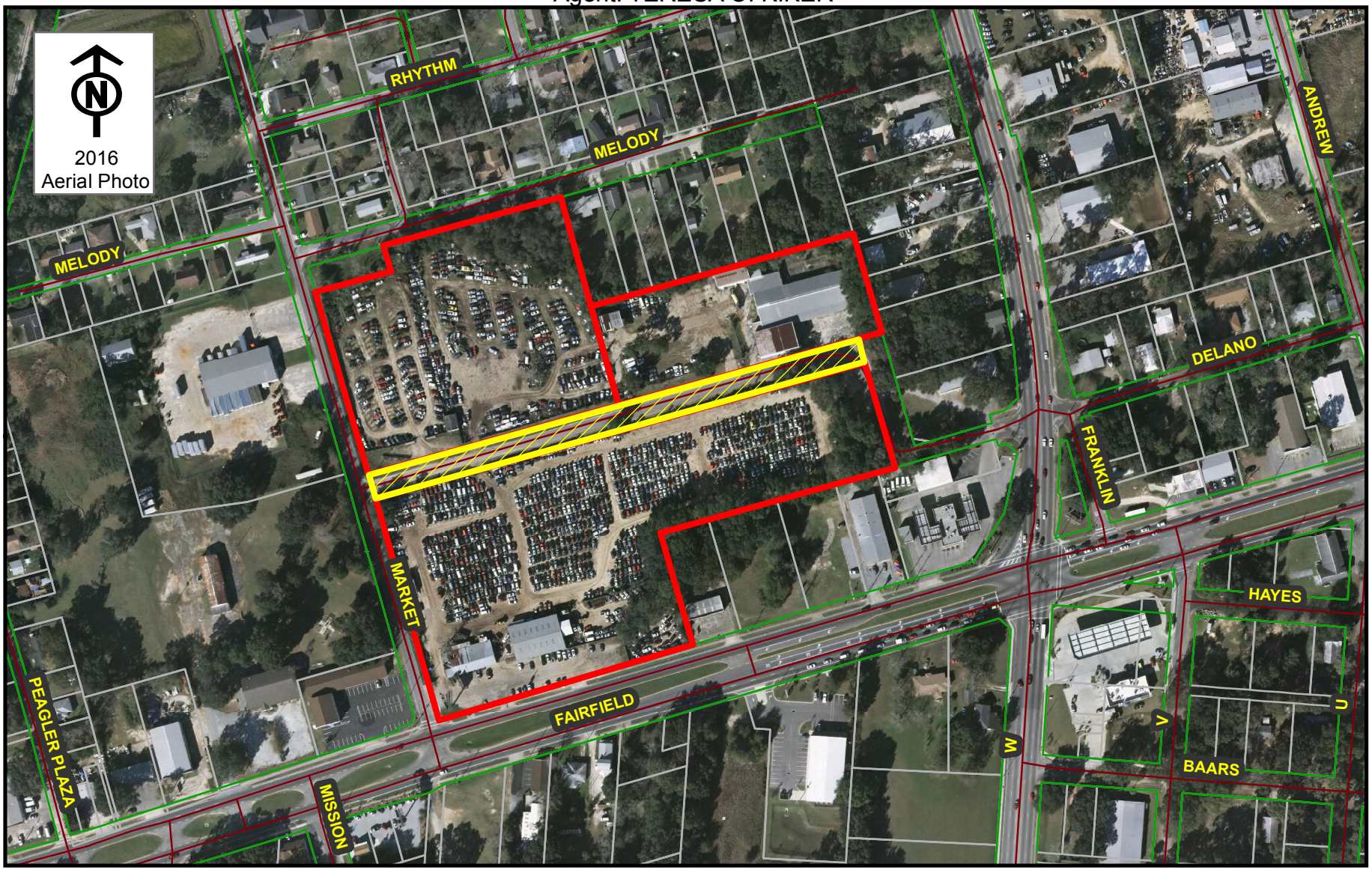
413-841-1596

Agent's Phone Number

8/2/2018

Date:

Exhibit "A"
REQUEST TO VACATE: A PORTION OF DELANO STREET
Petitioner: JAMES W. KIKER
Agent: TERESA O. KIKER



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 6/14/18 DISTRICT 3

Petitioner's Property

Portion of Delano Street to be Vacated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14838 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: Authorization for Removal of Occupants from County-Owned Property Located at 1224 West Hatton Street
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Removal of Occupants from County-Owned Property Located at 1224 West Hatton Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning authorization for removal of occupants from County-owned property located at 1224 West Hatton Street, Account#: 06-2389-000; Reference #: 17-2S-30-5009-023-041, District 3:

A. Authorize the County Attorney's Office to take such action necessary for removal of the occupants from County-owned property;

B. Authorize the removal of any abandoned property and/or vehicles from the County-owned property; and

C. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the removal of occupants and any abandoned property and/or vehicles from the County-owned property.

BACKGROUND:

This property escheated to the County on May 2, 2014. The Board declared it surplus property at its June 3, 2014 BCC meeting. A RV and an automobile are currently sitting on this lot, as well as several other items, and an illegal wood fence has been constructed on the property. Staff has been unsuccessful at making contact with anyone at the site; thereby making it necessary to involve the County Attorney's office for removal of the occupants.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PA Detail & Escheatment Deed - 1224 West Hatton Street

6-3-2014 BCC Minutes - 1224 West Hatton Street

Photos - 1224 West Hatton Street

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	172S305009023041
Account:	062389000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX ST STE 420 PENSACOLA, FL 32502
Situs:	1224 W HATTON ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	*Cap Val*
2018	$5,760	$0	$5,760	$5,760
2017	$5,472	$0	$5,472	$5,472
2016	$5,472	$0	$5,472	$5,472

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/02/2014	7166	628	$100	TD	View Instr
10/2003	5259	518	$3,000	SC	View Instr
05/2001	4719	183	$5,000	WD	View Instr
08/2000	4606	281	$1,400	TD	View Instr
08/2000	4594	1831	$1,400	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG 510 5/10 FT W AND 435 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D E 95 FT FOR POB E 64 FT N 90 FT W...

Extra Features

None

Parcel Information

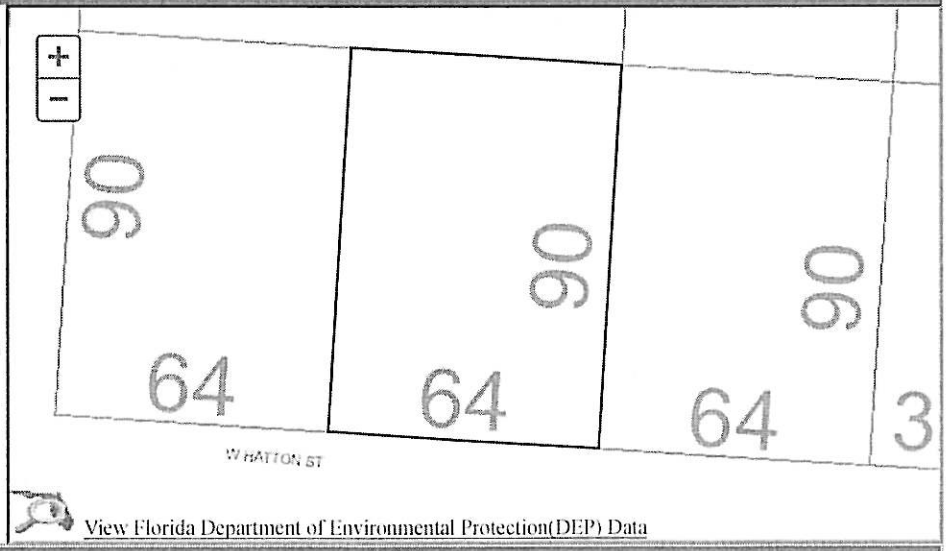
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1322

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

http://dory.escambiaclerk.com/LandmarkWeb1.4.6.134//Document/GetDocumentForPrintPNG/?request=AQAAANCMnd8BFdERjHoAwE...

Recorded in Public Records 05/06/2014 at 10:21 AM OR Book 7166 Page 628, Instrument #2014031068, Pam Childers Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 03161 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Escambia County Board of County Commissioners**, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 510 5/10 FT W AND 435 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D E 95 FT FOR POB E 64 FT N 90 FT W 64 FT S 90 FT TO POB LTS 23 & 24 UNRECORDED PLAT OF ALLISON PROPERTY OR 5259 P 518

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009023041
TAX ACCOUNT NUMBER 062389000

** Property previously assessed to: EDDIE WEBSTER

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:

Mylinda Johnson

Emily Hogg

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA • OFFICIAL SEAL

State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Surplus and Sale of Real Property

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorizing the County Attorney to take such necessary actions to evict the occupants of these County-owned properties, if they are still occupying *(the)* premises;

B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District (Dist) noted:

Account	Reference	Address	2013 PA Value	Dist
133766000	000S009020025102	310 East Mallory Street	$57,356	3
020304000	111S301101003090	9300 Palafox Highway Block	$9,500	3
021422000	121S306105000000	470 East Johnson Avenue	$4,788	3
021430000	121S306106000018	8520 Sonnyboy Lane	$5,415	3
023626000	211S302101010015	309 Vera Lane	$7,125	3
030728000	231S302500003006	7731 Fiesta Road	$8,075	3
030763240	231S303500027001	7812 Calahan Place	$8,075	3
030800000	231S304401000016	1322 Basin Street	$7,600	3
050788000	042S306001018002	2910 North Tarragona Street	$7,200	3
050809000	042S306001035003	3006 North Tarragona Street	$7,200	3
061324000	172S301300001033	1900 North "T" Street	$14,535	3
061344000	172S301300170035	2408 West Lakeview Avenue	$7,009	3
061359000	172S301300017037	2600 West Lakeview Avenue Block	$9,233	3
061360000	172S301300019037	2600 West Lakeview Avenue Block	$9,233	3

(Continued on Page 40)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

B. Continued...

Account	Reference	Address	2013 PA Value	Dist
062114000	172S301500019026	2400 North "S" Street	$7,386	3
062218000	172S301600830083	1912 West St Catherine Street	$14,108	3
062389000	172S305009023041	1224 West Hatton Street	$5,472	3
062406000	172S305009000064	1209 West Cross Street	$6,318	3

C. Authorizing 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; and

D. Authorizing the Chairman to sign all documents related to the sales.

29. Issuance of Purchase Orders

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, ratifying the issuance of Purchase Orders concerning obtaining legal representation for issues surrounding events at the Escambia County Central Booking and Detention Facility, as follows (Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330491):

A. McDonald, Fleming & Moorhead, in the amount of $10,000; and

B. Beroset & Keene, in the amount of $10,000.


1204


Prowler


09/07/2018 11:50


08/14/2017 07:42

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14813 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: 5:32 p.m. Public Hearing Request - Logan Place Speed Signs MSBU
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Logan Place Speed Signs Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on October 4, 2018, at 5:32 p.m., to consider adoption of an Ordinance creating the Logan Place Speed Signs Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Logan Place have submitted a petition requesting creation of an MSBU to provide speed signs as traffic calming devices in 2 locations within the subdivision. The petition is sufficient to meet the MSBU Guidelines and Procedures.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14886 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/20/2018
Issue: West Cervantes / Mobile Highway Corridor Safety Improvements
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the West Cervantes/Mobile Highway Corridor Safety Improvements - "A" Street to Dominguez Street - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the West Cervantes/Mobile Highway Corridor Safety Improvements - "A" Street to Dominguez Street:

A. Direct staff to produce a Resolution to the Florida Department of Transportation (FDOT) assuring some level of financial commitment to the corridor safety improvements project for the construction phase anticipated in FDOT Fiscal Year (FY) 2021; and

B. Allocate $1,000,000 in Local Option Sales Tax IV in Fiscal Year (FY) 2021 to match the City of Pensacola's $1,000,000 pledged commitment.

[Funding: Local Option Sales Tax IV - $1,000,000 in FY 2021]

BACKGROUND:

In December 2016, the Florida-Alabama Transportation Planning Organization (FL-AL TPO) approved a Corridor Management Plan (CMP) for SR 10A (US 90 aka West Cervantes Street / Mobile Highway) from North "A" Street to Dominguez Street. The CMP details significant traffic and crash data collected from 2010-2015, which showed the annual average daily traffic along the corridor averaged 17,250 vehicles in 2015 (approximately 16,400 vehicles west of Pace Boulevard and approximately 18,100 vehicles east of Pace Boulevard.) The Level of Service standard for this segment of US 90 is LOS D - 32,400 AADT, so the corridor is functioning well within its allowable traffic capacity.

Although the corridor is functioning well within its traffic capacity, the CMP reports that during the period of 2010-2015, the corridor experienced 457 crashes - 4 were fatalities, 147 resulted in injury, and 306 caused property damage only. The 4 fatalities occurred at the intersections or in the vicinity of Cervantes / "N" Street, Cervantes / "E" Street, Cervantes / "F" Street, and Mobile Highway / Krasnosky Avenue. 82 of the crashes occurred while it was dark, and 12 crashes

occurred during dawn or dusk. Since the CMP collection time period, numerous other crashes have occurred, with 1 resulting in a fatality as recently as January 5, 2018.

The county portion of the CMP limits is approximately 36% (4,250'+/-) whereas the remaining 64% (7,600'+/-) falls within the City limits, totaling about 11,850'+/-.

Escambia County Public Works and Community Redevelopment Agency (CRA) staff have been coordinating with City of Pensacola CRA and Planning staff and FDOT staff on ways to fund and implement near-term safety improvements (pedestrian scale lighting, pedestrian crossings, multi-modal amenities, etc.) along the corridor in efforts to address these crash issues on this state road. FDOT has agreed to expedite a safety improvements project for the corridor, has identified funding for the design phase ($910K in current FY19), and anticipates funding the construction phase in FY21, but is looking to the City of Pensacola and Escambia County to contribute to the construction costs.

To date, FDOT recently installed 72 LED additional streetlights along the corridor (June 2018) with coordination with Senator Broxson's Office, Gulf Power, the City of Pensacola, and Escambia County. Also, in May 2018 both the City of Pensacola and Escambia County entered into a joint funding partnership to locally fund a traffic feasibility study (estimated at $600K) for the corridor to evaluate the long-term recommendations identified in the CMP. FDOT plans to conduct the traffic feasibility study concurrent with the design phase for the corridor safety improvements project. The county and the city will need to deposit the $600K to FDOT before the study commences.

Although there have been some recent improvements made to the corridor from a lighting standpoint, there is still a need for roadway level traffic safety improvements to attempt to reduce or eliminate conflict points. FDOT has recommended access management improvements, installation of strategically located pedestrian signalized crossings, roadway pavement and signage upgrades, bike/pedestrian upgrades, etc.

Attached is the PowerPoint Presentation that FDOT presented to the FL-AL TPO at its Sept. 12, 2018, regular meeting regarding the corridor safety improvements project. The presentation illustrates (from a conceptual level) the recommended safety improvements that FDOT plans to construct.

The Project Delivery slide (2nd-to-last page) states a construction estimate of $8.7M, with FDOT committing $3.5M from Highway Safety Funds, $2.5M from TPO Corridor Mgt. Plan Funds, and $2M from City and County. The City has allocated $1M of City LOST funds towards to the construction phase.

Staff is requesting the Board to allocate $1M to match the City's commitment in FY 2021 for the corridor safety improvements project - construction phase.

BUDGETARY IMPACT:

[Funding: Local Option Sales Tax IV - $1,000,000 in FY 2021]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Depending upon the Board's direction, staff will continue to work with FDOT, the City of Pensacola, and other stakeholders as needed.

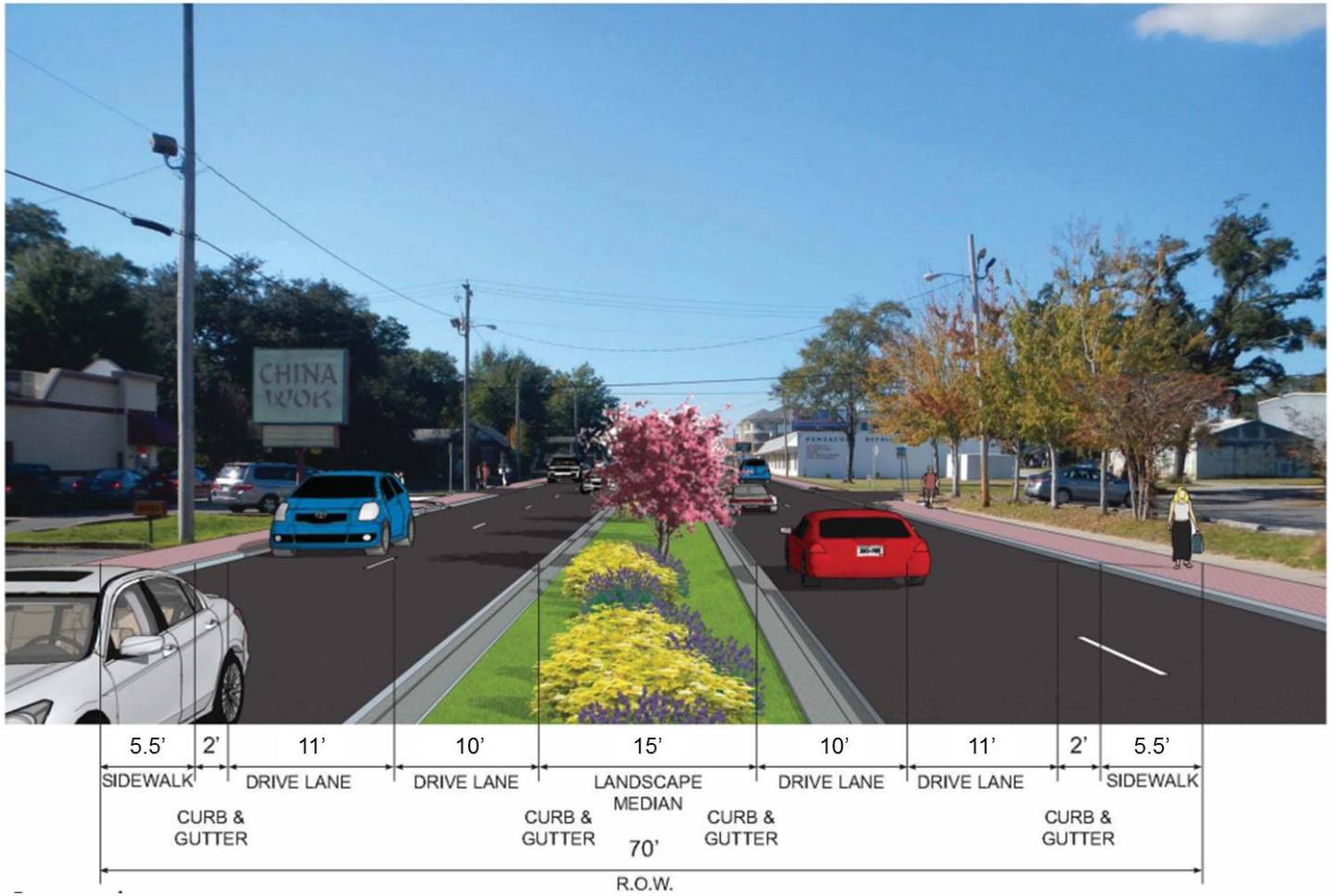
Attachments

FDOT - West Cervantes / Mobile Hwy PPT.

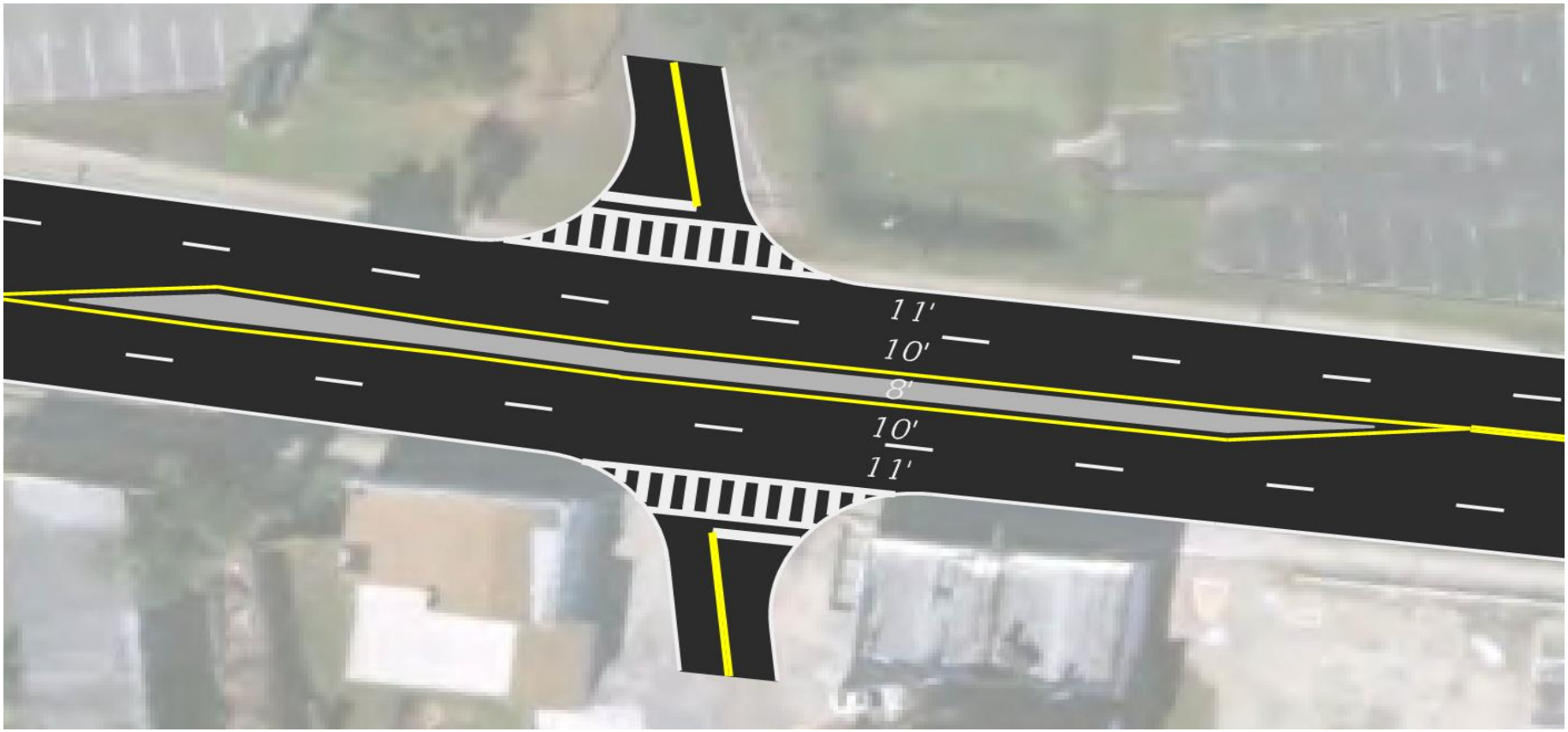
BCC Action 05.03.2018

Cervantes Street

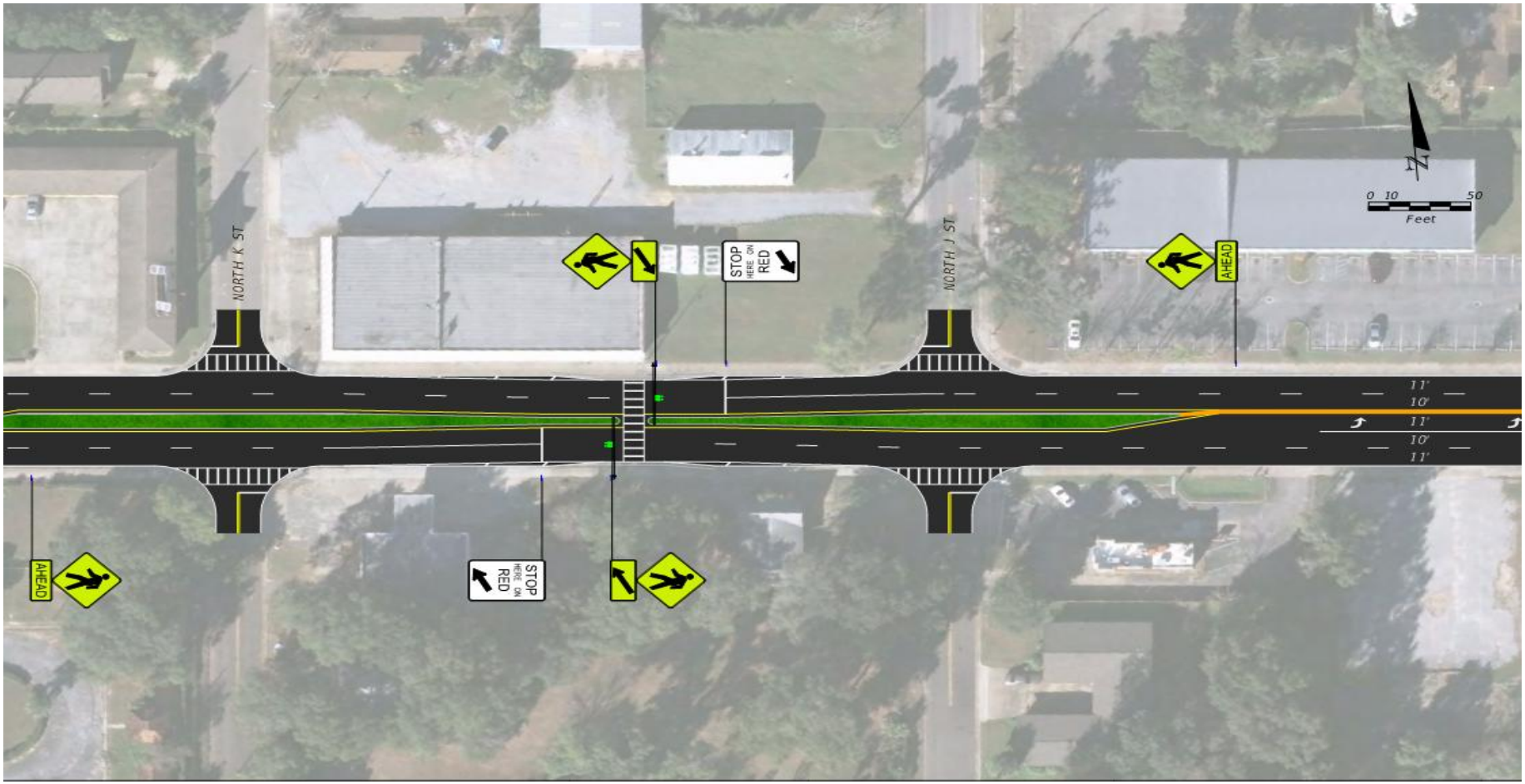
Tim Smith, P.E.
D3 ISD Administrator


CHINA WOK
5.5’
2’
11’
10’
15’
10’
11’
2’
5.5’
SIDEWALK
DRIVE LANE
DRIVE LANE
LANDSCAPE MEDIAN
DRIVE LANE
DRIVE LANE
SIDEWALK
CURB & GUTTER
CURB & GUTTER
CURB & GUTTER
CURB & GUTTER
70’
R.O.W.

Dominguez Street to Pace Boulevard



Pace Boulevard to A Street



PROJECT DELIVERY

- DESIGN
  - Funded in FY 19 for $910,000
- RIGHT OF WAY
  - No ROW Anticipated
- CONSTRUCTION
  - Estimate: $8.7M
  - Safety Committed $3.5M
  - TPO Corridor Management Funds $2.5M
  - Local Funds (City & County) $2.0M

Thank You!

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

9. Appointing John W. Carrell to the Area Housing Commission, effective May 3, 2018, through December 17, 2019, to fill the unexpired term of Marie Young, who resigned.

   Mr. Carrell is the only resident who responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website, from March 21, 2018, to April 4, 2018, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission.

10. Approving, and authorizing the Chairman to sign, a letter of support for the grant that 90Works is submitting to the U.S. Department of Labor, Employment and Training Administration Reentry Projects for Escambia County, Florida; 90Works is a private nonprofit organization that helps non-violent ex-offenders to become stable and self-sufficient and to integrate as productive citizens into our community; they provide life skills training to inmates to help prepare them for exiting incarceration.

II. BUDGET/FINANCE CONSENT AGENDA

1-20. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 20, as follows, with the exception of Items 5, 8, 13, and 18, which were held for separate votes, as amended to drop Item 9:

1. Taking the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service (Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301):

   A. Approving the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 27-17); and

   B. Authorizing the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to the West Cervantes Street Corridor Traffic Feasibility Study (Funding: Local Option Sales Tax IV - Public Works - $250,000):

    A. Authorizing the Chairman to sign a joint letter between Escambia County and the City of Pensacola requesting that the Florida Department of Transportation (FDOT) program a traffic feasibility study for the West Cervantes Street/Mobile Highway corridor in the FDOT 5-Year Work Program at its earliest possible fiscal year; and

    B. Authorizing the Chairman to sign an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola, Florida, to contribute appropriate funding for the traffic feasibility study for the West Cervantes Street/Mobile Highway corridor.

18. See Page 44.

19. Taking the following action concerning Agreement renewal for Youth Employment Program participants (Funding Source: Fund 001, General Fund, Cost Center 130201, and Object Code 53401):

    A. Approving the first one-year renewal option, as outlined in the terms of the Staffing Agreement for Escambia County Youth Employment Program, between Escambia County, Florida, and Landrum Staffing Services, Inc.; the original Agreement was approved by the Board on June 8, 2017; and

    B. Authorizing the County Administrator to execute a Purchase Order, in the amount of $300,510, to Landrum Staffing Services, Inc., for the Youth Employment Program participants for the Fiscal Year 2017-2018.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14671 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: PD 14-15.092 Agreement Relating to Scale Maintenance 12-Month Extension
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Extension of the Agreement Relating to Scale Maintenance, PD 14-15.092, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the extension of the Agreement Relating to Scale Maintenance, PD 14-15.092, to Fairbanks Scales, Inc., for a period of 12 months, effective November 5, 2018, per the terms of the Agreement, for the performance of the scale maintenance services for the Waste Services Department, in the amount of $70,000 annually, with no change in the fee structure as approved on November 5, 2015.

[Funding: Fund 401, Solid Waste Fund, Cost Centers 230307 & 230314, Object Code 54601 - $70,000 annually]

BACKGROUND:

The Office of Purchasing advertised the solicitation on September 7, 2015. Three vendors known to be qualified to perform the necessary services were notified on September 7, 2015. Three bids were received on September 22, 2015. Based upon the provided assessment for the costs of General Services, Labor and Truck Rates, Fairbanks Scales, Inc., was the lowest responsive bidder.

The Waste Services Department operates five truck scales to track weights and measure in accordance with the Florida Department of Agriculture and Consumer Services regulations, Preventive maintenance, repairs and emergency service are required to ensure scales are in compliance with state standards and provide for accurately assessing waste disposal charges at the Perdido Landfill and Palafox Transfer Station. The existing Agreement provides for two (2) 12-month options to extend and provides that the County may unilaterally extend the Agreement for an additional six (6) months. Vendor (Fairbanks Scales, Inc.) has accepted extension of existing contract terms and conditions. During this 12 month extension period, a new solicitation will be generated

for scale repair and maintenance.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Fund, Cost Centers 230307 & 230314, Object Code 54601 - $70,000 annually - Solid Waste Fund 401

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Kristin Hual prepared the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts. The Office of Purchasing advertised the solicitation on September 7, 2015. Three vendors known to be qualified to perform the necessary services were notified on September 7, 2015. Three bids were received on September 22, 2015. Based upon attached assessment for the costs of General Services, Labor and Truck Rates, it appears that Fairbanks Scales, Inc., is the lowest responsive bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Orders.

Attachments

Contract PD 14-15.092
Bid Tab Results
SOW/Bid Forms
Fairbanks Correspondence
Brd Mins 11_05_2015

Escambia County
Clerk's Original

11/5/2015 CAR II-18

AGREEMENT RELATING TO SCALE MAINTENANCE PD 14-15.092

THIS AGREEMENT is made this 5th day of November, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Fairbanks Scales, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 43-1464165, and whose principal address is 821 Locust, Kansas City, MO 64106 and whose regional address is 5821 Ridgeline Road, Suite 202, Theodore, AL 36582.

Date: 12/3/2015 Verified By: S. Kaneu

WITNESSETH:

WHEREAS, on September 22, 2015, the County issued an Invitation to Bidders (PD 14-15.092) seeking the services of a contractor to perform scale maintenance for Escambia County Solid Waste Services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of sixty (60) months. After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 5.5 years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Scale Maintenance for Solid Waste Services, Specification No. P.D. 14-15.092, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated September 9, 2015, attached hereto as **Exhibit "B".**

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

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

(c) Florida statutory Workers' Compensation.

(d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Fairbanks Scales, Inc.
Attention: Richard Norden
821 Locust Street
Kansas City, MO 64106

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. 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. 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.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
~~Steven Barry, Chairman~~
Grover C. Robinson, IV, Chairman
Date: 12/1/2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: 11-05-2015

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/13/15

CONTRACTOR: FAIRBANKS SCALES, INC.

_____
By: Richard Norden, President

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Date: 11/20/2016

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Scale Maintenance for Solid Waste Service BID # PD 14-15.092						
Bid Opening Time: 10:30 am CDT Bid Opening Date: 09/22/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Certificate of Insurance	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Scale Maintenance
Fairbanks Scales, Inc.	Y	Y	Y	Y	N	Y	$185.
System Scale Corporation	Y	Y	Y	Y	Y	Y	$500.
Ziel Scale, Inc.	N	Y	Y	Y	Y	Y	$250.
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist				DATE: 9/22/2015		
BIDS TABULATED BY:	Lori Kistler, Purchasing SOSA				DATE: 9/22/2015		
BIDS WITNESSED BY:	Lori Kistler, Purchasing SOSA				DATE: 9/22/2015		

CAR AGENDA REVIEW **10/22/2015** **BCC MEETING** **10/22/2015**

The Purchasing Manager/Designee recommends to: Award to Fairbanks Scales, Inc. in an annual amount of $70,000.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Posted @ 10:00am CDT on 9/28/15

Ld.B/lk

ESCAMBIA COUNTY WASTE SERVICES

BID PRICING SUMMARY: SCALES MAINTENANCE AND REPAIR
PD 14-15.092

PERDIDO LANDFILL

	Fairbanks Scales, Inc.	Ziel Scale, Inc.	System Scale Corp.
Inbound Maintenance	$ 185.00	$ 250.00	$ 500.00
Outbound Maintenance	$ 185.00	$ 250.00	$ 500.00
Automated Maintenance	$ 185.00	$ 250.00	$ 500.00
Labor Rate/Hour	$ 89.00	$ 75.00	$ 84.00
OT Labor Rate/Hour	$ 105.00	$ 112.50	$ 126.00
OT Rate begins	After 5pm	Before 8 am, After 5pm & Sat	Before 8 am, After 4:30 pm
OT Labor Rate/Sunday & Holidays	$ 105.00	$ 150.00	$ 168.00
Service Truck Rate	$ 170.00	$1.63/mile or $227.30*	$1.60/mile or $102.67*
Test Truck Rate	$ 390.00	$3.25/mile or $453.21*	$3.60/mile or $231.01*
Shop Supplies Surcharge	5%	3%	3%
		*MapQuest estimated miles 139.45	*MapQuest estimated miles 64.17

TRANSFER STATION

	Fairbanks Scales, Inc.	Ziel Scale, Inc.	System Scale Corp.
Inbound Maintenance	$ 185.00	$ 250.00	$ 500.00
Outbound Maintenance	$ 185.00	$ 250.00	$ 500.00
Pit Scale	$ 450.00	$ 2,330.00	$ 500.00
Labor Rate/Hour	$ 89.00	$ 75.00	$ 84.00
OT Labor Rate/Hour	$ 105.00	$ 112.50	$ 126.00
OT Rate begins	After 5pm & Saturday	Before 8 am, After 5pm & Sat	Before 8 am, After 4:30 pm
OT Labor Rate/Sunday & Holidays	$ 105.00	$ 150.00	$ 168.00
Service Truck Rate	$ 170.00	$1.63/mile or $227.30*	$1.60/mile or $102.67*
Test Truck Rate	$ 390.00	$3.25/mile or $453.21*	$3.60/mile or $231.01*
Shop Supplies Surcharge	5%	3%	3%
		*MapQuest estimated miles 139.45	*MapQuest estimated miles 64.17

REMARKS: Waste Services prefers Fairbanks Scales, Inc. for the contract for PD14-15.092.
Based on the assessment for the costs of general service, labor and truck rates, it appears that Fairbanks is the most responsive, responsible bidder.

WASTE SERVICES

SCOPE OF WORK

PALAFOX TRANSFER STATION SCALE MAINTENANCE

Scope of Services:
The Contractor shall provide all equipment, labor, management, materials, parts, tools and transportation necessary to calibrate, maintain, repair and test the scales at the Palafox Transfer Station operated by Escambia County Waste Services.

Description of Scales:

- Inbound Scale - Rice Lake Survivor
- Outbound Scale – Rice Lake Survivor
- Pit Scale – Mettler platform, Rice Lake instruments/panel

Preventative Maintenance Requirements:
Maintenance is performed in January, May and September. It is scheduled by Waste Services personnel. The scales at this location contain 14 load cells and 7 controllers. Maintenance will comply with the requirements of the Florida Weights and Measures Law and the latest edition of the National Institute of Standards and Technology (NIST) Handbook 44. Preventative maintenance shall include, but is not limited to:

- All traveling expenses to and from the site;
- Remove cover plates on scales, and clean and grease load cells and receiver cups;
- Visually inspect all components for corrosion and apply proper treatment;
- Check and perform bumper bolt adjustments;
- Inspect and tighten cable connections at load cells and control boxes;
- Inspect and test with certified test weights scales covered in this scope of work;
- Make all normal adjustments to restore and maintain the accuracy of the scales;
- Recommend procedures to identify and prevent defective services from recurring;
- Replace back-up batteries for all inside readers annually;
- Provide written test results for each scale calibration.

Emergency Repair
Emergency repairs will be performed on an as-needed basis. Emergency repairs include any unforeseen, unanticipated work not listed under Preventative Maintenance. Initial response to an emergency service request will take place within twenty-four (24) hours. The response will consist of diagnosing the scale problems and quotes for the repair. Repairs will begin as soon as authorization is given.

Non-Emergency Maintenance and Repair
Non-Emergency maintenance and repairs are those which will be performed on an as-needed basis. The repairs will take place during normal working hours unless instructed otherwise. Repairs will begin as soon as authorization is given. The written quote/response shall include, but is not limited to the following:

- Diagnosis of the problem;
- Cost of parts;
- Travel time for routine repair;
- Estimated hourly labor rate;
- Mobilization of vehicles needed for use of service;
- Warranty information.

ESCAMBIA COUNTY FLORIDA
WASTE SERVICES
SCOPE OF WORK
PERDIDO LANDFILL SCALE MAINTENANCE

Scope of Services:
The Contractor shall provide all equipment, labor, management, materials, parts, tools and transportation necessary to calibrate, maintain, repair and test the scales at the Perdido Landfill operated by Escambia County Waste Services.

Description of Scales:
Manufacturer: Fairbanks Scales

- Inbound Scale Model: PLT-6010-409
- Outbound Scale Model: PLT-6010-408
- Automatic Scale Model: PLT-6010-HVB09

Preventative Maintenance
Preventative maintenance will be performed in January, May and September. It is scheduled by Waste Services Personnel. The scales at this location contain 24 load cells and 12 controllers. Maintenance will comply with the requirements of the Florida Weights and Measures Law and the latest edition of the National Institute of Standards and Technology (NIST) Handbook 44. Preventative maintenance shall include, but is not limited to:

- All traveling expenses to and from the site;
- Remove cover plates on scales, clean and grease load cells and receiver cups;
- Visually inspect all components for corrosion and apply proper treatment;
- Check and perform bumper bolt adjustments;
- Inspect and tighten cable connections at load cells and control boxes;
- Inspect and test with certified test weights scales covered in this scope of work;
- Make all normal adjustments to restore and maintain the accuracy of the scales;
- Recommend procedures to identify and prevent defective services from recurring;
- Replace back-up batteries for all inside readers annually;
- Provide written test results for each scale calibration, as well as, written reporting of any identified issues and recommended repairs.

Emergency Repair
Emergency repairs will be performed on an as-needed basis. Emergency repairs include any unforeseen, unanticipated work not listed under Preventative Maintenance. Initial response to an emergency service request will take place within twenty-four (24) hours. The response will consist of diagnosing the scale problem and quote for the repair. Repairs will begin as soon as authorization is given.

Non-Emergency Maintenance and Repair
Non-Emergency maintenance and repairs are those which will be performed on an as-needed basis. The repairs will take place during normal working hours unless instructed otherwise. Repairs will begin as soon as authorization is given. The written quote/response shall include, but is not limited to the following:

- Diagnosis of the problem;
- Cost of parts;
- Travel time for routine repair;
- Estimated hourly labor rate;
- Mobilization of vehicles needed for use of service;
- Warranty information.

ESCAMBIA COUNTY FLORIDA
WASTE SERVICES
PALAFOX TRANSFER STATION

SCALE MAINTENANCE FOR SOLID WASTE SERVICE BID SHEETS

FAIRBANKS SCALES
Name of Company

RAY DUPLANTIER
Name of Company Representative

5821 RANGELINE RD. THEODORE, AL. 36582 #202
Address

(251)378-1694
Phone

RDUPLANTIER@FAIRBANKS.COM
Email

SCALE MAINTENANCE

Inbound Price Per Maintenance	185.00
Outbound Price Per Maintenance	185.00
Pit Scale Price Per Maintenance	450.00

REPAIR RATES

Service is provided from this location:	MOBILE, AL.
Typical response time:	2 HOURS OR LESS
Labor Rate Per Hour:	89.00
Overtime Labor Rate Begins At (time):	5:00 P.M.
Overtime Labor Rate Per Hour:	105.00
Days Considered Overtime: (i.e. Holidays, Sunday)	WEEKNIGHTS, WEEKENDS, HOLIDAYS
Service Truck Rate:	170.00
Test Truck Rate: (No overtime hour rates will be approved on truck hours)	390.00
Additional Charges:	5% FOR SHOP SUPPLIES

Comments: ALL FAIRBANKS PARTS WILL BE DISCOUNTED 10%

EXHIBIT
B

ESCAMBIA COUNTY FLORIDA
WASTE SERVICES
PERDIDO LANDFILL
BID SHEET FORM

SCALE MAINTENANCE FOR SOLID WASTE SERVICE BID SHEETS

Name of Company FAIRBANKS SCALES

Name of Company Representative RAY DUPLANTIER

Address 5821 RANGELINE RD. #202 THEODORE, AL. 36582

Phone (251) 378-1694 Email RDUPLANTIER@FAIRBANKS.COM

SCALE MAINTENANCE

Inbound Price Per Maintenance 185.00

Outbound Price Per Maintenance 185.00

Automated Scale Price Per Maintenance 185.00

REPAIR RATES

Service is provided from this location: MOBILE, AL.

Typical response time: 2 HOURS OR LESS

Business Hours: MONDAY-FRIDAY 8:00AM-5:00 PM

Labor Rate Per Hour: 99.00

Overtime Labor Rate Begins At (time): 5:00 PM

Overtime Labor Rate Per Hour: 105.00

Days Considered Overtime: WEEKNIGHTS, WEEKENDS, HOLIDAYS
(I.e. Holidays, Sunday)

Service Truck Rate: 170.00

Test Truck Rate: 390.00
(No overtime hour rates will be approved on truck hours)

Additional Charges: 5% FOR SHOP SUPPLIES

Comments: FAIRBANKS PARTS WILL BE DISCOUNTED AT 10%

Signature of Company Representative [signature] Date 9/9/15

Print Name RAY DUPLANTIER

From: Julie A. Gonzalez
To: Pat T. Johnson; Cheryl D Watson
Subject: FW: Perdido Landfill / Palafox Transfer Station
Date: Monday, August 20, 2018 2:39:27 PM
Attachments: image001.jpg

Please find the confirmation from Fairbanks that contract prices will remain the same. Please go ahead with the board recommendation to extend the Fairbanks contract for another year.

Thank you - Julie

From: Cindy Knight [mailto:cknight@fairbanks.com]
Sent: Monday, August 20, 2018 2:14 PM
To: Julie A. Gonzalez <jagonzalez@myescambia.com>
Cc: Denee M. Rudd <dmrudd@myescambia.com>; Gregg A. Powell <gpowell@fairbanks.com>
Subject: FW: Perdido Landfill / Palafox Transfer Station

Hi Julie,
The Current Prices in effect will remain the same for 2019.
Please let us know if you need anything else.
Thanks,

Cindy Knight | Service Administrator| **Toll Free 800-423-6424** | Office: 251.660.1833 | Fax: 251.660.7220 | cknight@fairbanks.com
Fairbanks Scales Inc. | 5821 Rangeline Road, Unit 202 | Theodore, AL 36582 |
www.fairbanksservice.com

***You can now pay your invoice online! https://invoice.fairbanks.com/ ***

You can now see your test reports online! Automated Test Reports Flyer PDF

Safety begins with teamwork!

"This email may contain confidential information intended only for the individual or organization named. If you received this email in error, please contact the above sender and or return or destroy the email as instructed. Thank you for your help in this matter."

From: Gregg A. Powell
Sent: Monday, August 20, 2018 1:50 PM
To: Cindy Knight <cknight@fairbanks.com>
Subject: Re: Perdido Landfill / Palafox Transfer Station

Yes go with it

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Cindy Knight <cknight@fairbanks.com>
Date: 8/20/18 1:41 PM (GMT-06:00)
To: "Gregg A. Powell" <gpowell@fairbanks.com>
Subject: Perdido Landfill / Palafox Transfer Station

Julie called, They are updating for 2019 and want to extend the Contract. If all Prices remain the same, she just needs and email stating that.
(RATES BELOW ARE THE SAME FOR BOTH SITES)

Scale Maintenance

$370 per Qtr.

Repair Rates

Reg & Travel Labor $89.00/hr.
OT & OT Travel Labor $105.00/hr.

Truck Rates

Service Truck $170 / visit
Test Truck $390 / Visit

Additional Charges

5% for Shop Supplies

Parts

Fairbanks Parts will be discounted at 10%

Cindy Knight | Service Administrator| **Toll Free 800-423-6424** | Office: 251.660.1833 | Fax: 251.660.7220 | cknight@fairbanks.com
Fairbanks Scales Inc. | 5821 Rangeline Road, Unit 202 | Theodore, AL 36582 |
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***You can now pay your invoice online! https://invoice.fairbanks.com/ ***
You can now see your test reports online! Automated Test Reports Flyer PDF

Safety begins with teamwork!

"This email may contain confidential information intended only for the individual or organization named. If you received this email in error, please contact the above sender and or return or destroy the email as instructed. Thank you for your help in this matter."

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

17. Approving, and authorizing the County Administrator to sign, the Amendment of Agreement for Professional Consulting Services, PD 13-14.082, Design Criteria Professional for the New Escambia County 1,476-Bed Correctional Facility, approved on August 20, 2015, relating to Article 5, Paragraph 5.1 Compensation, correcting an error and the compensation provided in Paragraph 5.1 was as drafted and that Article 5, Paragraph 5.1 is hereby amended as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A total amount of Three Million Nine Hundred Ninety Nine Thousand Two Hundred Eighty Dollars (**$3,999,280.00**) ~~Four Million Eighty Eight Thousand Four Hundred Sixty Dollars ($4,088,460.00)~~. Final payment will be subject to approval by the Board of County Commissioners.

18. Awarding Contract PD 14-15.092, "Scale Maintenance for Solid Waste Service," to Fairbanks Scales, Inc., and approving the *Agreement Relating to Scale Maintenance PD 14-15.092* between Escambia County and Fairbanks Scales, Inc., in the amount of $70,000 annually, for a term of 36 months, with two options for 12-month extensions (Funding: Fund 401, Solid Waste Fund, Cost Centers 230307 and 230314, Object Code 54601 - $70,000 annually - Solid Waste Fund 401).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14815 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Adoption of Resolution–TEFRA Approval for Escambia County HFA Multifamily Housing Revenue Bonds | Taylor Pointe Apartments in Indian River County, FL
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multi-family Housing Revenue Bonds for a Multi-Family Rental Housing Project (Taylor Pointe Apartments Located in Indian River County, Florida) - JoLinda H. Herring, Bryant Miller Olive P.A. and Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding $16,000,000, Multi-family Housing Revenue Bonds (the “Bonds”) by the Escambia County Housing Finance Authority (the “Authority”) to be used to finance or refinance the Taylor Pointe Apartments located in Indian River County, Florida.

BACKGROUND:

Vero Beach Leased Housing Associates III, LLLP, a Minnesota limited liability limited partnership, or its affiliate (the ”Borrower”), has requested that the Authority issue the Bonds to finance or refinance the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by the Borrower of an existing 168-unit multi-family rental housing facility (and associated capital expenditures) (the “Taylor Pointe Apartments”) within the territorial limits of Indian River County, Florida, and to pay certain costs of issuance in connection therewith. A minimum of $25,000 per unit will be expended for rehabilitation of the complex. After an extensive review of the bond application filed by the Borrower, on June 25, 2018 the Authority formally approved Bond Inducement Resolution 2018-02 providing for the issuance of not to exceed $16,000,000 in multifamily housing bonds in support of Taylor Pointe Apartments. Because the proposed financing will involve tax-exempt bonds, Federal law requires that public hearings be approved by elected officials following public hearings in both the county where the facility is located (Indian River County) and in Escambia County. The Indian River county public hearing was noticed in the Indian River Press Journal on August 25, 2018 and was subsequently held by the Indian River County Board of County

Commissioners (the “Indian River Board”) on September 11, 2018. After concluding the public hearing, the Indian River Board adopted a resolution evidencing its support for the issuance of the Authority’s bonds to assist Taylor Pointe Apartments. Concurrent with the Indian River Board approval process, a local public hearing, noticed in the Pensacola News Journal on August 19, 2018, was conducted by the Authority, on behalf of the Escambia County Board of County Commissioners on September 5, 2018 at 3:00 pm. The results of the September 5, 2018 hearing have been provided to the Escambia County Board in the form of the Report of Hearing Officer attached to the Resolution as Exhibit A. Under the terms of standard financing documents, the Borrower is responsible for use and operation of the facilities to be financed, and the Bonds will not obligate the credit of the Authority or the County or pose any obligation or liability for the County. Bryant Miller Olive, P.A., the County’s Bond Counsel, will serve as Bond Counsel and Disclosure Counsel for the issue.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Taylor Pointe Apartments or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County’s Bond Counsel, Bryant Miller Olive P.A., will review the documents on behalf of the County to ensure that the County has no liability or obligation under the Bonds, and, to the extent required, the County’s Disclosure Counsel, Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County’s interests are protected.

The Resolution has been reviewed and approved as to form and legal sufficiency by County Attorney, Alison Rogers.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance. The Taylor Pointe Apartments will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing. Approval of the Taylor Pointe Apartments will allow the Authority to comply with its statutory mission to assist persons in obtaining safe and adequate housing.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution

RESOLUTION NO. R2018-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING $16,000,000 MULTI-FAMILY HOUSING REVENUE BONDS BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN THE FINANCING OR REFINANCING THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A MULTI-FAMILY HOUSING PROJECT LOCATED IN VERO BEACH, INDIAN RIVER COUNTY, FLORIDA; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO FINANCING AGREEMENTS AND OTHER INSTRUMENTS IN CONNECTION WITH THIS BOND ISSUE; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS BY THE AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, pursuant to the provisions of the Act, on June 25, 2018, the Authority adopted its Resolution No. 2018-02 (the "Resolution") indicating its intent to issue not exceeding $16,000,000 of its revenue bonds in one or more series (collectively, the "Bonds"), for the purpose of facilitating the plan of finance consisting of the financing or refinancing of the acquisition, construction and equipping by Vero Beach Leased Housing Associates III, LLLP, a Minnesota limited liability limited partnership, or its affiliate (the "Borrower") of a multi-family rental housing facility (and associated capital expenditures) (the "Affordable Housing Project") known as Taylor Pointe Apartments, which will contain approximately 168 units within the territorial limits of Indian River County, Florida (the "Plan of Finance"), to the end that the Authority may

Authority may be able to improve the prosperity and welfare of the State and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing, and to finance the cost of such qualifying housing development and related facilities by the issuance of its revenue bonds; and

WHEREAS, the Board of County Commissioners of Indian River County, pursuant to Resolution 2018-058 duly adopted on June 19, 2018, has granted to the Authority "area of operation" authority within Indian River County with respect to the financing of Taylor Pointe Apartments, a multifamily residential rental facility development (as hereinafter further described); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, pursuant to the requirements of the Code, a public hearing was scheduled for September 5, 2018, at 3:00 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the "Report"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Indian River County Board of County Commissioners, on September 11, 2018, held a public hearing in accordance with the requirements of Section 147(f) of the Code, and following such public hearing adopted its resolution approving the issuance of the Bonds by the Authority in an amount not exceeding $16,000,000; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith.

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on August 19, 2018, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report.

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance in accordance with Section 147(f) of the Code, and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein described and further grants approval (i) of such agreements, indentures, instruments, certifications, applications for bond volume allocation and/or housing tax credits and other documents as may be necessary or convenient or as may be requested by the Borrower to effect, the Plan of Finance and (ii) to take any other action as may be required by the Ordinance.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority and the Borrower shall comply with the applicable provisions of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 5. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 20th day of September, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed

_____

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By:_____
County Attorney

EXHIBIT A

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority (the "Authority"), a body corporate and politic organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, Escambia County, Florida Ordinance Nos. 80-12 and 2003-8, as amended, and other provisions of law, with respect to a public hearing scheduled and held by the Authority on September 5, 2018, for the proposed issuance and sale from time to time of the Authority's not to exceed $16,000,000 Multifamily Housing Revenue Bonds (Taylor Pointe Apartments), Series 2018 (the "Bonds"). The proposed Bonds will be issued on behalf of Vero Beach Leased Housing Associates III, LLLP, a Minnesota limited liability limited partnership, or its affiliate (the "Borrower"), whose principal place of business is 2905 Northwest Boulevard, Suite 150, Plymouth, Minnesota 55441. The proceeds of the Loan are expected to be loaned to the Borrower to finance or refinance the costs of acquiring, constructing and equipping by the Borrower of a multifamily rental housing facility that will contain 168 units known as Taylor Pointe Apartments, located at 4885 38th Circle, Vero Beach, Florida 32967 (the "Project").

The public hearing was duly advertised in the *Pensacola News Journal* on August 19, 2018, a newspaper of general circulation in Escambia County, Florida. The proof of publication was presented to me at such hearing, and a copy is attached hereto as **Appendix A-1** (the "Notice") and the verbatim transcript of the Public Hearing as **Appendix A-2**.

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the location of the Project and the Borrower, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input.

No interested parties were in attendance at the public hearing.

No written communications were received.

The undersigned then concluded the hearing.

Respectfully submitted,

Patricia D. Lott, Executive Director
Escambia County Housing Finance Authority

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, Francine Jones, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, under my hand and notarial seal this 5th day of September, 2018.

Francine Jones

My Commission #: GG 114461
My Commission Expires: July 13, 2021

FRANCINE JONES
MY COMMISSION # GG 114461
EXPIRES: July 13, 2021
Bonded Thru Notary Public Underwriters

Appendix A-1

Notice

[Follows]

RECEIVED
AUG 24 2018
BY: DKH

PENSACOLA News Journal
pnj.com

Affidavits Requested:
1

Fran Jones, Assistant to the Directo Escambia County Housing Finance Authority
ESCAMBIA HOUSING FINANCE AUTHO
700 SOUTH PALAFOX STREET, SUITE 310

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL
PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF PUBLIC HEARING

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

08/19/18

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

Sworn to and Subscribed before me this 20th of August 2018, by who is personally known to me

Affiant

Notary Public for the State of Florida New Jersey
My Commission expires

Publication Cost: $364.56
Ad No: 0003105883
Customer No: PNJ-26713900

NOTARY PUBLIC, STATE OF NEW JERSEY * KATHLEEN A GIBSON * MY COMMISSION EXPIRES DEC. 18 2019

NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority"), for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing at 3:00 p.m. on Wednesday, September 5, 2018, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, to consider a plan of finance for the issuance of bonds for the following purpose:

The Authority proposes to issue not exceeding $16,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series and loan the proceeds of such Bonds to Vero Beach Leased Housing Associates III, LLLP, a Minnesota limited liability limited partnership qualified to conduct business in the State of Florida, whose principal place of business is 2905 Northwest Boulevard, Suite 150, Plymouth, Minnesota 55441, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") for the purpose of financing or refinancing the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification by the Borrower of an existing multifamily rental housing facility presently containing 168 units known as Taylor Pointe Apartments (also known as Lindsey Gardens Apartments-Phases I & II), located at 4885 38th Circle, Vero Beach, Florida 32967 (the "Project"), to provide rental housing facilities for persons of low, very low, middle, and moderate income. The Project will be owned and operated by the Borrower.

The Bonds, when issued, will be special, limited obligations of the Authority payable solely out of the revenues derived from a financing agreement with the Borrower. The Bonds and interest thereon shall never pledge the taxing power, or constitute the debt or indebtedness of Escambia County, the Authority, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Authority has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance, including the Project listed above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the Board of County Commissioners, Escambia County, Florida, for issuer approval as the applicable elected representative for the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) business days prior to the hearing.

Sandra J. Ward, Chairman
Escambia County Housing Finance Authority
August 21, 2018
Legal No.3105883. August 19, 2018

Appendix A-2

Transcript

[Follows]

APPENDIX A-2

TEFRA HEARING PROCEDURES

PATRICIA D. LOTT: Good afternoon, I am Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Wednesday, September 5, 2018 at 3:00 p.m. in connection with a plan of finance for the issuance of conduit bonds by the Authority for a project in Indian River County. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing tax-exempt bonds for the purposes more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Multi-family Housing Revenue Bonds by the Escambia County Housing Finance Authority. The Authority will be the issuer of the bonds. Mr. Wilkerson, would you state the date of publication for the Notice of Public Hearing?

RANDY WILKERSON: The Notice of Public Hearing was published in the *Pensacola News Journal* on August 19, 2018.

PATRICIA D. LOTT: Thank you very much. The Notice of Public Hearing and Proof of Publication are accepted into the record. The reading of the Notice is waived.

PATRICIA D. LOTT: What amount of Bonds will be issued for the project?

RANDY WILKERSON: The bond amount will not exceed $16 million.

PATRICIA D. LOTT: Where will the proceeds of these bonds be used?

RANDY WILKERSON: The proceeds of these bonds will be used in Indian River County, Florida as described in the Notice of Public Hearing. In general, the proceeds will be used as follows:

The bonds will be used to acquire, construct, and equip a 168 unit multi-family residential rental housing facility for low and moderate income families to be known as Taylor Pointe Apartments.

PATRICIA D. LOTT: Mr. Wilkerson, will this project provide for the beautification of existing multifamily housing in Indian River County?

RANDY WILKERSON: Yes, the project entails acquisition of the existing 168 unit multifamily residential housing facility and concurrent rehabilitation exceeding $25,000 per unit.

PATRICIA D. LOTT: What is the public purpose of these bonds?

RANDY WILKERSON: Through the program to be financed with the Bonds, the Authority will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing.

PATRICIA D. LOTT: Are there any questions from the public concerning the Escambia County Bond issue? For the record, please note that there is no one from the public in attendance. Mr. Wilkerson, has the Authority received any oral or written communication concerning the Bond issue?

RANDY WILKERSON: No, it has not.

PATRICIA D. LOTT: Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 3:05 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14840 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Approval to Issue Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000
From: John Shelton, Director's Aide
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000 - Todd Humble, Library Services Department Director

That the Board authorize the utilization of the Florida Department of Management Services State Contract for Library Materials #715-001-07-01, for the purchase of materials for the West Florida Public Libraries from the following vendors, at the estimated annual amounts listed below:

A.	Brodart Vendor Number: 025970 Library Materials Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 56601 (Books/Publicat/Libr. Mat)	$268,000	55101500-ACS-17-1
B.	Midwest Tape, LLC. Vendor Number: 133307 Library Materials Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 56601 (Books/Publicat/Libr. Mat) Amount: $145,000		

		$145,000	55101500-ACS-17-1

BACKGROUND:

There are no book wholesale jobbers in Escambia County. Multiple vendors are available on the Florida Department of Management Services State Alternative Contract Source for Library Materials #55101500-ACS-17-1 which is in effect until May 31, 2020. 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.

BUDGETARY IMPACT:

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 56601 - Library Materials] (and) [Fund 113, Library Fund, Cost Center 110501, Object Code 53401 - Other Contractual Services].

LEGAL CONSIDERATIONS/SIGN-OFF:

Purchasing Department has determined the contract to be a viable contract for Escambia County to use. County Attorney office agrees with this determination.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14811 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Change Order Number 2 to Purchase Order 180841 to Ward International Trucks, LLC
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Ward International Trucks, LLC, for the Public Safety Department's Ambulance Fleet Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 2, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	$100,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	180841
Change Order #:	2
Original Award Amount:	$300,000
Cumulative Amount of Change Orders through this CO:	$140,000
New PO Total:	$440,000

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

BACKGROUND:

In its meeting held November 30, 2017, the Board authorized issuance of a blanket purchase order to Ward International, LLC, in the amount of $300,000, for repair and maintenance of Public Safety's ambulance fleet for Fiscal Year 2017-18. Upon a review of the Purchase Order, it has been determined that an additional $100,000 is projected to be required to maintain the ambulance fleet through the end of the fiscal year. The Change Order request is due to an unforeseen increase in major engine component failures, which has contributed to additional repairs.

Ward International, LLC, is the one of the preferred vendors in the Pensacola area to service the fleet of Horton Ambulances that would not void any warranty associated with the ambulances.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO 180841

PURCHASE ORDER NO. 180841

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
230580 FAX: 251-433-5617
WARD INTERNATIONAL TRUCKS LLC
2101 PERIMETER RD
MOBILE AL 36615

SHIP TO
PUBLIC SAFETY FACILITY
6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714
ATTN: TAMIKA WILLIAMS, 471-6425

ORDER DATE: 12/08/17	BUYER: EMILY WEDDINGTON	REQ. NO.: 18000918	REQ. DATE: 12/12/17
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: REPAIR/MAINT PS VEHICLES	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			BLANKET PURCHASE ORDER FOR THE REPAIR AND MAINTENANCE OF PUBLIC SAFETY DEPARTMENT'S AMBULANCE FLEET. BOARD APPROVAL 11/30/2017.		
01	1.00	LOT	PARTS AND LABOR FOR REPAIRS & REPAIR PARTS TO AMBULANCE FLEET VEHICLES, FOR PERIOD OF 10/01/17 THRU 09/30/18.	300000.0000	300,000.00
02	1.00		LOCAL INTERNATIONAL (MANUFACTURER) CERTIFIED SERVICE PROVIDER.	.0000	.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330302	54601	300,000.00	
02	330302	54601	.00	

PAGE TOTAL $ 300,000.00
TOTAL $ 300,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

18000918
18084/

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

15. Recommendation: That the Board take the following action concerning the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola, Florida (Funding source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Services, Expense Account 56401, Machinery and Equipment):

    A. Approve the Interlocal Agreement for the Use of the City of Pensacola Fire Rescue Training Facility and for Donation of a Conex Container for Fire Rescue Training between Escambia County, Florida, and the City of Pensacola, Florida, for the donation of a conex container for the fire rescue training facility, with an estimated cost not to exceed $3,200; and

    B. Authorize the Chairman to sign the Interlocal Agreement.

    Approved 5-0

16. Recommendation: That the Board approve, and authorize the County Administrator to approve the issuance of a blanket Purchase Order, in excess of $50,000, for the repair and maintenance of the Public Safety Department's ambulance fleet (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations):

Vendor/Contractor	**Amount**	**Contract Number**
Ward International Trucks, LLC Vendor Number: 230580 Repair & Maintenance	$300,000	Blanket Purchase Order

    Fund: 408 (EMS)
    Cost Center: 330302
    Amount: $300,000

17. Recommendation: That the Board authorize out-of-county travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events as noted on the 2017/2018 Annual Travel/Conference Schedule (Funding Source: Fund 001, General Fund, Cost Centers 110101, 110302, and 110601, Object Codes 54001, 55401, and 55501).

    Approved 5-0

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
https://myescambia.com/our-services/purchasing

Paul R. Nobles
Purchasing Manager

RESEARCH SHEET FOR MINORITY- and WOMEN-OWNED BUSINESS ENTERPRISES (MWBE)

○ I have reviewed the City of Pensacola Certified Firm Directory web page (http://www.ci.pensacola.fl.us/DocumentCenter/Home/View/9744) and have contacted the following firms:

Firm #1

Firm #2

Firm #3

○ I have reviewed the City of Pensacola Certified Firm Directory web page (http://www.ci.pensacola.fl.us/DocumentCenter/Home/View/9744) and could find no firms listed that can supply or fill this need.

◉ MWBE is not applicable for this project.

Continuing Contract #:

Or Board Approval By:

Single Source: ◉ Yes ○ No

Other:

Form Completed by: Thomas Bannon (Name) 12/5/2017 (Date)

(Signature)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14794 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Purchase of Seven Cardiac Monitors for the EMS Division
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Seven Cardiac Monitors for the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of seven cardiac monitors for the Public Safety Department, Emergency Medical Services (EMS) Division:

A. Authorize the County to utilize the NASPO (National Association of State Procurement Officials) Cooperative Contract #OK-SW-300, for the purchase of seven LifePak 15 cardiac monitors; and

B. Authorize the issuance of a Purchase Order to Physio-Control (Vendor #164035), the equipment manufacturer, in the amount of $238,637, for seven LifePak 15 cardiac monitors;

[Funding Source: Fund 408, Emergency Medical Service Fund]

BACKGROUND:

Per the guidance from Purchasing Manager, Paul Nobles, single source request do not need to be advertised on the County Website as a sole source advertisement.

Escambia County EMS currently has 35 LP 15's in our system. With the addition of two new ambulances expected to be delivered within the next two to four weeks, the purchase of four additional ambulances in the new fiscal year and the need for spare cardiac monitors the purchase of these additional monitors will be critical to support our mission.

Physio-Control currently produces the LifePak 15 cardiac monitor. This monitor's operation and functionality is almost identical to that with which our EMTs and Paramedics are well trained and experienced. Additionally, we have maintained a standardized inventory of Physio-Control cardiac monitors for the last 30 years. During

this period other manufacturer's models have been field tested but have not met the qualities we have enjoyed with the Physio products. These qualities include demonstrated durability, ease of transition and communication with area hospital equipment, and exceptional onsite repair and maintenance.

The ability to utilize the NASPO contract will allow us to purchase these monitors directly from the manufacturer.

BUDGETARY IMPACT:

Funding is available in Fund 408, Emergency Medical Service Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Public Safety Department will submit a purchase requisition to the Office of Purchasing for issuance of a Purchase Order.

Attachments

Quote

NASBO Contract

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To	ESCAMBIA CTY EMS Attn: Leon Salter, EMS Deputy Chief 6575 NORTH W ST PENSACOLA,FL 32505 (850) 471-6424 email@noeamil.com	Quote Number	00134980
		Revision #	1
		Created Date	7/25/2018
		Sales Consultant	Casey Sanders 813-313-7452 casey.sanders@stryker.com
		FOB	Destination
		Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	Net 30
Contract	NASPO17 #OK-SW-300	Expiration Date	10/15/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	7.00	32,125.00	-4,724.35	27,400.65	191,804.55
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	28.00	479.00	-80.35	398.65	11,162.20
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	7.00	327.00	-55.00	272.00	1,904.00
11260-000039	LIFEPAK 15 Carry case back pouch	7.00	84.00	-14.30	69.70	487.90
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	7.00	301.00	-45.15	255.85	1,790.95
LP15-OSCOMP-3-POS-UP	LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage. Up Front Payment. Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version	7.00	5,292.00	-793.80	4,498.20	31,487.40

	-Preconfigured loaner device provided if needed -Battery Replacement Service					

Subtotal	USD 238,637.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 238,637.00

Pricing Summary Totals

List Price Total	USD 280,315.00
Total Contract Discounts Amount	USD -41,678.00
Total Discount	USD 0.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 238,637.00

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote	**Shipping Address** ☐ same as Billing Address
Account Name	Account Name
Address	Address
City	City
State Zip Code	State Zip Code

Accounts Payable Contact Information

Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	**Customer is Tax Exempt?** ☐ **Yes** ☐ **No**

Authorized Customer Signature

Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

To update any customer information, please complete form at www.physio-control.com/account/

Reference Number CS/03969101/172599

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at http://www.physio-control.com/Documents/. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at http://www.physio-control.com/ServicePrograms.aspx for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD

AED UNITS AND ACCESSORIES

Office of Management and Enterprise Services

Central Purchasing Division

5005 North Lincoln Boulevard

Oklahoma City, OK 73105

And

Physio-Control, Inc.

11811 Willows Road

Redmond, WA 98052

Master Agreement Number: OK-SW-300

You are hereby notified that your response to Solicitation SW17300, which opened November 29, 2016, is accepted. The following documents are incorporated herein by reference and constitute the entire Contract between you and the State: 1) A Participating Entity's Participating Addendum ("PA"); 2) This NASPO ValuePoint Master Price Agreement which includes Exhibit A- Terms and Conditions Exhibit B – Scope of Work, and Exhibit C- Price and Cost Proposal ; 3) The Request for Proposal; and 4) The Contractors response to the Request for Proposal.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Contract to be duly executed intending to be bound thereby.

STATE OF OKLAHOMA **Ferris J. Barger, State Purchasing Director**	**CONTRACTOR** **Physio-Control, Inc.**
By:	By:
Date: 10-5-17	Date: 10/04/2017
	Title: SR. FINANCE DIRECTOR

****Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.***

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OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD

Summary

1. Scope of Work Defined

The goal of this Master Agreement is provide a vehicle in which Participating States/Purchasing Entities can obtain Automated External Defibrillator (AED) units, accessories and support options in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Master Agreement is to contract with qualified offerors to provide AED units, accessories, and service and support options for all Participating States. The objective is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities.

2. Categories of Products Offered

This Master Agreement will offer the following categories of products: Professional Defibrillators.

3. Master Agreement Order of Precedence.

Any Order placed under this Master Agreement shall consist of the following documents:

(1) Participating Entity's Participating Addendum ("PA");

(2) Oklahoma NASPO ValuePoint Master Agreement Award;

a. Summary;

b. General Terms, Conditions, and Instructions;

c. NASPO ValuePoint Terms and Conditions;

d. Scope of Work;

e. Price and Cost Proposal.

(3) A Purchase Order issued against the Master Agreement;

(4) The Solicitation; and

(5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions contained in Response, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

4. Master Agreement Effective Date

This Master Agreement is effective as of the date of the last signature above.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD

Exhibit A – Terms and Conditions

A. GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

1. Period of Performance

The initial term of the master agreement shall be 1 (one) year with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (Section B of this Exhibit) which typically extend the original contract period for four (4) additional years.

2. Contract Administrator

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of the RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and this resulting Master Agreement. The Lead State Contract Administrator designated by the State of Oklahoma, OMES Central Purchasing is:

Theresa Johnson, Strategic Initiatives Purchasing Officer
State of Oklahoma, OMES Central Purchasing
5005 N. Lincoln Blvd., STE 300
Oklahoma City, OK 73105
Theresa.Johnson@omes.ok.gov
Phone: 405/522-1037

3. Authorized Users

This Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

4. Definitions

"Lead State" means the State conducting this cooperative procurement, evaluation, and award and centrally administering any resulting Master Agreement(s)

"Offeror" means the company or firm who submits a proposal in response to this Request for Proposal.

"Proposal" means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

5. Certification of Non-Debarment

By submitting a response to this solicitation the prospective primary participant and any other subcontract certifies to the best of their knowledge and belief, that they and their principals or participants:

Participants:

5.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

5.2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5.3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above this certification; and

5.4. Have not with a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

6. Insurance

The Contractor agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

7. Governing Laws and Regulations

This procurement is conducted by the regulations and the laws of the State of Oklahoma. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Oklahoma County, Oklahoma. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

8. NASPO ValuePoint Administrative Fee and Reporting Requirements

Contractor agrees to pay a NASPO ValuePoint administrative fee as specified Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

Contractor shall identify the person responsible for providing the mandatory usage reports. (This information must be kept current during the contract period). Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

9. NASPO ValuePoint eMarket Center

Contractor agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions. Refer to Attachment A, Section 36, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements. Those terms and conditions require as a minimum that the Offeror agree to participate in development of ordering instructions. Proposer shall respond how they can support the eMarket Center in the Proposal through either a hosted catalog or punchout solution.

10. Cost, Prices, and Rates

Prices and rates shall include all anticipated charges, including, but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs and expenses incidental to the Offeror's performance. Any travel costs must be included in the cost of the products and services offered under this Master Agreement. No billing for travel will be allowed under this Master Agreement.

Delivery charges: Standard Ground 5-7 day delivery, transportation and insurance being paid by Vendor, with the exception of special delivery and/or air shipments requested by the Participating State or Customer placing the Order. Such special delivery and/or air shipment charges shall be prepaid by Vendor and adding such costs to the invoice for payment.

Pricing will remain fixed for the initial term of this Master Agreement, which is one year. Any request for price or rate adjustment following the initial Master Agreement term is subject to the requirements of Section 11 of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

11. Oklahoma Open Records Act

This Master Agreement and all proposal and other materials submitted in response to Solicitation SW17300 shall be the property of the State of Oklahoma and subject to the Oklahoma Open Records Act.

12. Contractor Single Point of Contact

All Offerors were to include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State may contact in regards to this Master Agreement.

B. NASPO VALUEPOINT TERMS AND CONDITIONS

1. Master Agreement Order of Precedence

Any Order placed under this Master Agreement shall consist of the following documents:

(1) Participating Entity's Participating Addendum ("PA");

(2) Oklahoma NASPO ValuePoint Master Agreement Award;

a. Summary;

b. General Terms, Conditions, and Instructions;

c. NASPO ValuePoint Terms and Conditions;

d. Scope of Work;

e. Price and Cost Proposal.

(3) A Purchase Order issued against the Master Agreement;

(4) The Solicitation; and

(5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions contained in Response, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c) (3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity or other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

The initial term of this Master Agreement is for one (1) years. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by

mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and

Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees (Negotiated)

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be negotiated and incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6 a. above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or email, CD-ROM, flash drive or other method as determined by the Lead State, NASPO ValuePoint and the Contractor. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment I – Usage Reporting Template

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive

nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO Value Point's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement which include the Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions, and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;

(2) The place and requested time of delivery;

(3) A billing address;

(4) The name, phone number, and address of the Purchasing Entity representative;

(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

(6) A ceiling amount of the order for services being ordered; and

(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery (Negotiated)

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched .walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the item description, brand and manufacturer product number, quantity, and the Ordering Entity's Purchase Order number.

d. Orders for less than $200.00 are subject to a $10.00 processing fee.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance (Negotiated)

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance, which shall not be later than five (5) business days after the date of delivery of the products to the Participating or Purchasing Entity. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Return of any products purchased and accepted pursuant to this agreement are subject to the terms set forth in the Physio-Control Returned Product Policy in Section C, Exhibit A to this Master Agreement. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered.

Within 30 days of receipt of a shipment, Purchasing Entity shall notify Contractor of any claim for Product damage or nonconformity. Contractor, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of Section C, Exhibit A Physio- Control Returned Product Policy.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty (Negotiated)

Products purchased under this Master Agreement are subject to the terms and coverage set forth in Section C, Exhibit A of this Master Agreement.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property (Negotiated)

a. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

b. Through the purchase of Contractor Products, Purchasing Entity does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products. Customer expressly agrees not to reverse engineer or decompile Products or related software and information

General Provisions

21. Insurance (Negotiated)

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the

required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

   (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

   (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory, except in the event the Participating State is responsible as determined by a court of competent jurisdiction for a liability which in such case the Participating State shall be responsible for its proportionate share. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit. (Negotiated)

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books,

documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. It is understood that costs for audits performed by the Participating State or Purchasing Entity shall be at their own expense.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records Furthermore, the applicable Lead State, Participating Entity, or Purchasing Entity shall reimburse the Contractor for any underpayments found as a result of the examination of these records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to

(1) any Purchasing Entity's records,

(2) personnel records, and

(3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that

(1) is or becomes (other than by disclosure by Contractor) publicly known;

(2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;

(3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;

(4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality,

(5) is disclosed with the written consent of Purchasing Entity or;

(6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's Proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and
experience as was possessed by the key person proposed and evaluated in the Contractor's Proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by unusually severe weather, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or

breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification (Negotiated)

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance of the Master Agreement or the defective material or workmanship in the products purchased under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss

to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1- 15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods. (Negotiated)

Intentionally Omitted. No Leasing Options are available.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data once per quarter to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in Page 21 of 22 NASPO ValuePoint Master Agreement Ts and Cs, (November 2015) the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offerings the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contractand

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Page 22 of 22 NASPO ValuePoint Master Agreement Ts and Cs, (November 2015) Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: lhttp://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs. **(March 2016)**

C. CONTRACTOR'S TERMS AND CONDITIONS CONTAINED IN RESPONSE AS REVISED AND ACCEPTED BY THE LEAD STATE

PHYSIO-CONTROL LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased from authorized Physio-Control representatives or authorized resellers for use in the United States of America and Canada and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight Years:

- New LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five Years:

- New LIFEPAK® 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 12 defibrillator/monitor series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 1000 defibrillators
- New LIFEPAK EXPRESS® automated external defibrillator and internal battery system

Two Years:

- New Trainer 1000 trainer
- CodeManagement Module™ for use with the LIFEPAK 20/20e defibrillator/monitor

One Year:

- New LIFEPAK 15 monitor/defibrillator series, which include use in out-of-hospital and mobile applications
- New LIFEPAK 12 defibrillator/ monitor series, which include use in out-of-hospital and mobile applications
- RELI™ LIFEPAK 12 defibrillator/monitor series
- New LUCAS® Chest Compression System
- New LIFEPAK 500T trainer
- New LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
- Battery charging systems and power adapters
- All batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® patient cables and reusable sensors
- New TrueCPR™ Coaching Device

180 Days:

- Masimo® SET SpO_2 only patient cables and reusable sensors

90 Days:

- CHARGE-PAK Charging Unit (external system) for LIFEPAK CR Plus defibrillator
- Installed customer repair parts
- All other product accessories

30 Days:

- Internal paddles and internal paddle handles

Limited warranty time limits begin on the date of delivery to the First Owner.[1]

Physio-Control warrants neither error-free nor interruption-free performance. The remedy the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Physio-Control. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Physio-Control factory in any way which, in the judgment of Physio-Control, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

Physio-Control, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio-Control at the purchaser's facility or an authorized Physio-Control facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio-Control, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **PHYSIO-CONTROL MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE REMEDY AVAILABLE TO ANY PERSON. PHYSIO-CONTROL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

Physio-Control, Inc. Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise

[1] First Owner means the first purchaser or lessee of the products listed above, directly from Physio-Control, through a Physio-Control corporate affiliate, or from an authorized Physio-Control reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.
Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:
a) Physio-Control shipped the product in error;
b) Customer received the product after the product's expiration date;
c) Customer received the product in a damaged condition;
d) The product is recalled and must be removed from the market; or
e) Physio-Control specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Physio-Control will apply a full credit to Customer’s account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer’s expense.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD

Exhibit B – Scope of Work

The parties hereby agree and acknowledge that the deviations and offering to the below Scope of Work are detailed in Contractor's Response to Solicitation No. SW17300.

A. Contract Awards

Contract awards will only be made to manufacturers. Manufacturers should include as a part of their response approved distributers through which contract users are able to purchase products awarded on contract. All approved distributers should be identified using the provided form (Attachment E of the RFP).

If awarded a contract, manufacturers shall ensure the Lead State Contract Administrator is provided with up to date information regarding the status of approved distributors. New distributors should be added using the provided form (Attachment E of the RFP). The Lead State Contract Administrator should be notified in writing, via email, of any distributors that should be removed from the list of approved distributors. Distributors may provide service nationally or locally. The distributor coverage area should be listed in the appropriate section of Attachment E.

Each state represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of deploying only resellers approved by the Participating State. The Participating State that chooses to exercise this option will define the process to add and remove resellers in their Participating Addendum.

Awards will be made by the following categories: Public Access and Infrequent User AEDs, First Responder AEDs, and Professional Defibrillators. The specifications for each category can be found below. The State reserves the right to issue an award to an Offer or across all responsive categories if an Offeror meets the award criteria for any category or categories.

B. Additional Products

Manufacturers awarded a contract have the option of adding additional products at protected prices, where pricing is commensurate with pricing offered in their response. All such additions must be approved by the Lead State Contract Administrator prior to being made available.

C. Product Specifications

All Offerors responding must provide detailed device specifications demonstrating their ability to meet or exceed the listed criteria, or provide a justification as to why alternate specifications should be considered. The State will deem any response that does not meet the specifications listed below without providing adequate justification for an alternate bid non-responsive. Additionally, Offerors should classify products as Class 1 – Having No Medical Training or Class 2 – Slight Medical Training, and any other classes as appropriate. Offerors should include the cost associated with each device being bid separately using the provided Cost Proposal Forms (Attachment C). If cost information is provided outside of the separate cost proposal section, the Lead State reserves the right to redact an Offeror's proposal so that it complies with

the requirements of the RFP. Such redaction may have a detrimental effect on the competitiveness of an Offeror's Proposal.

a. Public Access and Infrequent User AEDs

   i. The AED must enhance user performance by displaying visual icons or audible prompts.

   ii. The AED must guide the rescuer in following the proper rescue sequence.

   iii. The AED must utilize a biphasic waveform with maximum energy setting of 200 Joules.

   iv. The AED must be user configurable to adapt to local and changing protocols.

   v. The AED must be capable of automatic self-tests of the internal circuitry delivery system.

   vi. The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time intervals.

   vii. The AED must offer the capability of a user-activated manual selftest.

   viii. The AED must include an easily identifiable on/off switch on the front of the device.

   ix. The AED must have an easy to see status indicator that advises users if the unit requires service.

   x. The AED must offer an audible tone that sounds if the unit requires service.

   xi. The AED must record data to an internal memory.

   xii. The AED must include the ability to download data to a computer.

   xiii. The AED must utilize pre-connected, disposable, single use, selfadhesive electrode(s).

   xiv. The electrode must have a shelf life of at least two years.

   xv. The AED must have a cable length of at least 48 inches.

   xvi. The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.

   xvii. The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.

   xviii. The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

b. First Responder AEDs

   i. The pediatric algorithm must alter the default energy levels the AED delivers to pediatric patients to levels of 50, 70 and 85 Joules.

   ii. The electrode must offer a CPR rate and depth sensor and an adaptive metronome that assists rescuers in performing proper CPR.

   iii. The AED must offer disposable, single use, self-adhesive electrode(s)for ease of application.

   iv. The AED must utilize a biphasic waveform.

   v. The AED must be capable of operating in semi-automatic and/or manual mode.

vi. The AED must have the capability of monitoring a patient with a 3 lead patient cable through ECG electrodes.

vii. The energy settings must be user configurable with a pre-set maximum energy setting of 200 Joules or escalating variable energy range up to 360 Joules.

viii. The electrode must have a shelf-life of at least two years.

ix. The AED must invoke a specific pediatric algorithm when pediatric pads are attached.

x. The AED must have an internal memory capable of recording up to 7 hours of continuous information.

xi. The internal memory must be configurable to record information on up to four patients.

xii. The AED must meet water and particulate ingress ratings of IP55.

xiii. The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

xiv. The AED must have multiple user configurable prompts.

c. Professional Defibrillator Specifications

i. General:

1. Unit must be able to digitally record ECG on a standard a removable card (optional).
2. Unit must be able to transmit 12-lead ECG information through a fax/modem card.
3. External paddles must be available.
4. Unit shall have a battery that shall be easily and rapidly replaced.
5. Unit shall have an affixed protective roll cage for added device protection.
6. Unit shall have integral carry bags providing an independent location for each cable.
7. Unit shall be able to be tested through multi-function cable or paddles.
8. Unit must provide testing capability which tests: charging, energy delivery, paddles, multi-function cable.
9. Unit must have a test cap to allow multi-function cable testing.
10. Unit must have built-in AC or DC charging as a standard feature.
11. Unit must provide 3 hours typical continuous ECG monitoring time with a new battery.
12. Unit must provide 4 hrs typical continuous ECG monitoring time with a new Lithium Ion battery.
13. Unit must provide an OPS Clock Sync feature as a standard option.
14. The device must be compatible with the AHA Standards for Advanced Cardiac Life Support basis life support and Pediatric Life Support.
15. The device must be capable of monitoring the ECG with appropriate display and alarm (visual and audible).

16. The device shall provide normal operating capability for ALS users, including semi-automatic external defibrillation, manual defibrillation, synchronized cardio version and external pacing.
17. The unit shall have the capability to do Pulse Oximetry, 12 lead ECG, end-tidal C02 monitoring, capnography, NIBP, etc.

ii. Display:

1. Unit must have a high-resolution color liquid crystal display as a standard feature.
2. Unit must be able to change display from color to black on white or white on black through the push of a button.
3. Unit must have a screen with a sweep speed of 25 mm I sec.
4. Unit must have a screen that provides a minimum viewing time of 4 seconds.
5. Unit must have a display that provides the following information: Heart Rate, Lead/Pads, Alarm On/Off, Sp02, EtC02, NIBP, AED functions and prompts, defibrillator test function, self-test function, error corrections and faults, Pacer functions, Code markers, alarm selection and limits, delivered energy, joule settings, ECG size, Synchronized cardioversion, optional EtC02 readings, Sp02 readings and NIBP readings.

iii. Defibrillator:

1. Unit must utilize a low energy, constant current biphasic waveform.
2. Unit must have the following energy selections available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150, 200 joules.
3. Unit must meet current AHA specifications for biphasic defibrillation.
4. Unit must allow provider the ability to adjust energy selection controls on device front panel or sternum paddle.
5. Unit must be able to charge to 200 joules in 6 seconds or less with a new fully charged battery.
6. Unit must display energy selected and delivered on monitor display, strip chart recorder and code summary.
7. Unit must have synchronized cardioversion capability with "sync" message displayed on monitor.
8. Unit must have optional paddles that are external anterior/anterior adult and pediatric paddles.
9. Unit must contain a built in defibrillator tester that tests energy output and continuity of the multifunction cable and paddles documented on strip chart recorder and optional PCMCIA card.
10. Unit must have a "Multi-function" cable that is field replaceable.

iv. Recorder:

1. Unit must utilize a thermal strip chart recorder.
2. Strip chart recorder must use at least 90mm paper width thermal recording paper.
3. Strip chart recorder must utilize a 6 second delay.
4. Strip chart recorder must be able to print the following annotations: Time, date, defib. energy, heart rate, pacer output (Pacer version only), QRS sync marker, ECG SIZE, lead, alarm, DEFIB TEST OK/FAIL, ANALYZE ECG, PADS OFF, ANALYSIS HALTED, NOISY ECG,SHOCK ADVISED, NO SHOCK ADVISED, ECG TOO LARGE and diagnostic bandwidth.
5. Unit must have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.
6. Strip chart recorder must be able to print 3 leads simultaneously, diagnostic bandwidth and a 4x3 12-lead printout.

v. Pacemaker:

1. Unit must utilize a constant current 40 ms pace pulse width.
2. Unit must have a continuously variable current level.
3. Unit must have a continuously variable pacing rate from 30- 180 ppm.
4. Pacer parameters must be maintained when switching back to defibrillation or monitor mode.
5. The heart rate alarms must function in the pacing mode.
6. Unit must have mechanism to allow viewing of intrinsic patient rhythm without losing pacing capture.
7. Unit must be configurable for initial setting of pacing rate.
8. Unit must display pacing rate and milliamps on display.
9. The pacer must continue to deliver life-saving therapy in the event an ECG lead falls off.
10. Unit must be able to pace through multi-function or pacing electrodes.

vi. 12- lead ECG:

1. The 12-lead parameter must reside within a defibrillator weighing less than 15 lbs.
2. The 12-lead parameter must be able to provide a diagnostic 12-lead ECG 4x3 printout by holding the recorder button for two seconds.
3. The 12-lead parameter must be capable of providing a diagnostic 12-lead ECG printout with interpretation by pressing the acquire button in the 12-lead mode.
4. The 12-lead parameter must allow direct transmission of 12- lead ECG via land or cell phone to a standard fax machine.
5. The 12-lead parameter must provide a user configuration that allows the option of printing detailed measurements along with the interpretation.

6. The 12-lead ECG must be capable of being acquired without entering deep menus and without the use of a trim knob.
7. The unit must offer an optional 0.05 to 40hz bandwidth.
8. The 12-lead parameter must allow users to easily insert patient name, age and gender using soft keys on the defibrillator.
9. The 12-lead parameter must allow users to print the 12 SL Analysis, including measurements and patient name, age and gender on 90mm fan-fold paper.
10. The 12-lead parameter must be capable of storing up to 24 pre-programmed telephone numbers facilitating rapid and easy 12-lead ECG transmission.
11. The 12-lead parameter must allow configuration of user defined lead groups for rapid printout and review of pertinent ECG.
12. The 12-lead patient cable must consist of 4 limb leads and a separate V lead cable.
13. The 12-lead patient cable must be capable of providing limb lead signals directly to the defibrillator when only the limb leads are attached.
14. The 12-lead patient cable must accommodate either snap or clip connectors.
15. The 12-lead parameter must be capable of providing an automatic patient identifier using 7 alphanumeric characters.
16. The 12-lead parameter must be capable of providing a device identifier using 3 alphanumeric characters.
17. The unit must be upgradeable to allow the use of an integrated Bluetooth option for the wireless transmission of 12-lead and vital sign data via a cell phone or other communication technology.
18. The unit must provide serial communication capability through an RS232 serial port.
19. The unit must be able to transmit 12-lead and vital data both automatically and manually on acquisition.
20. The unit must be able to transmit all data stored on a PC card to a remote handheld device or laptop.
21. The unit must be able to provide the option for both landline and cellular transmission when utilizing a Bluetooth wireless option.
22. The unit must offer the option of direct fax transmission via a Bluetooth option.

vii. Pulse Oximetry:

1. The unit must have an integral pulse oximeter or be upgradeable to include an integral Pulse Oximeter.
2. The unit must utilize pulse oximetry that has FDA 51 Ok clearance for use during patient motion and low perfusion.

3. The unit must utilize sensors that work in bright sunlight. 4. The unit must utilize a pulse oximeter with alarms that are user adjustable in the field.

viii. Capnography:

1. The unit, when purchased with Sp02, must have an EtC02 port.
2. All units with an EtC02 port must be upgradeable to include C02 by plugging in a mainstream or sidestream CAPNO 5 sensor.
3. The unit must be able to offer the option to upgrade to either mainstream or sidestream capnography with sensor located outside of the unit allowing easy service and replacement if needed.
4. The defibrillator must be capable of providing continuous EtC02 and Respiratory Rate readings as well as a capnogram for on-screen display or print-out.
5. The C02 sensors used must not require a yearly calibration check.

ix. Non-Invasive Blood Pressure:

1. Unit must be capable of acquiring a blood pressure within a typical measurement time of 30 seconds or less on average.
2. Unit must incorporate oscillometric technology.
3. Unit must display systolic, diastolic and mean pressures.
4. Unit must be capable of taking automatic, stat or manual measurements.
5. Automatic intervals should be user adjustable to 2.5, 5, 10, 15, 20, 30, 45, 60, 90, and 120 minutes.
6. Stat mode must allow up to 10 measurements within 5 minutes.
7. Unit must include an artifact indicator which is displayed when excessive artifact is detected.
8. Unit must display a cuff inflation status bar.
9. Unit be capable of displaying and/or printing up to 4 hours of patient BP history data.

D. Support Specifications

Specifications for product consumables, accessories, and support can be found below. Each Offeror should bid the items or services requested in order to submit a complete Proposal. Where unable to provide an applicable product or service that has been specifically requested, Offerors should provide an explanation for the omission.

a. Product Consumables and Accessories

i. Market Basket Items

A list of the most commonly used consumables and accessories have been identified as market basket on contract. For each device offered, Offerors should bid the relevant market basket included below:

a. Batteries

b. Adult Pads (electrodes)

c. Pediatric Pads (electrodes)

d. Carrying Cases

e. Wall Mount Kits

f. Fast Response Kits

Offerors should include in the technical response the market basket items being bid and the specifications of each. No pricing information should be included in the technical response.

ii. Catalogue Discount

In addition to the line item pricing of their offered devices and market basket items, Offerors must include in their cost proposal a blanket discount off of their catalogue price for items in their catalogue which are not otherwise included in their cost proposal. Pricing information should be included on Attachment C – Cost
Proposal Forms. No pricing information should be included in the technical response.

b. Warranties and Extended Warranties

i. Basic Warranty

All Offerors must include a basic warranty for their products for no less than one year at no additional cost to Participating States. Warranties must guarantee the safe and effective operation of devices for the duration of the warranty and the cost for repair or replacement of devices under warranty must be covered by the Offeror. Each Offeror must include a complete description of the coverage provided under their basic warranty.

ii. Extended Warranty

Offerors may bid an extended warranty past the term of the basic warranty provided under the contract. Offerors must include a complete description of the coverage provided under the extended warranty in their technical response.\

c. Product Training

i. Product Documentation

All product documentation, manuals, and specifications must be provided at the request of Participating States for no additional cost.

ii. Web/Video Training

Offerors must provide online or multimedia training options at no additional cost to the participating States. Offerors must include in their Proposal a description of the online and multimedia training options that are available.

iii. On-site Training

Offerors should include a description of their ability to provide onsite training, as requested. The cost for on-site training should be reflected in the Offerors' cost proposals as a separate per day rate for each Participating State.

d. Software Updates

   i. Offerors must include a description of updates required for the AED unit to maintain full functionality over the anticipated life of the unit and the methodology for performing or accessing the updates.

e. Customer and Service Support

   i. 24/7 Call Support

      24/7 Call Technical Support must be offered for all devices for a period of no less than 3 years after purchase at no additional cost to the Participating States.

   ii. Service Plan

      Offerors must propose a bi-annual service agreement to provide maintenance and repair on their proposed devices. Offerors Service Agreement will include, but are not limited to, the following services:
      and national regulations. Offerors must be aware of local requirements for the States in which they will be servicing. Offerors will submit their detailed plan on what is included and how they will provide maintenance and repairs on their proposed devices. Pricing will be on a semi-annual basis. All work performed under the service agreement must meet the Manufacturers specifications for that device. Offerors may submit additional information on whether they have different types of service agreements to provide maintenance and repair on their devices, i.e., standard service agreement or premier service agreement.

f. Value Added Options

   Offerors may include in their Proposal additional Value Added options not specifically requested in the scope of work. Value Added options should not deviate from the nature of products and services requested in the scope of work and should include a thorough description of the option and how it brings value to the State. Examples include battery replacement plans, unconventional training options, and other services not specified. Award of Value Added options is subject to the approval of the Lead State.

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EXHIBIT C- PRICE AND COST PROPOSAL

Cost for this Master Agreements shall be based on the following:

Fixed rate line item pricing on devices and market basket items and a percentage discount off a supplier's catalogue pricing shall be offered on SW17300. Price Schedule for each or any category of goods identified in Attachment B of this RFP and reflected in the Price Schedule. The percentage discounts offered for each type of service in Attachment B of this RFP shall remain firm for the duration of the NASPO ValuePoint Master Agreements, including all optional renewals. Each of the categories, excluding on-site training, must have a single price or rate list for all Participating Entities. Offeror must submit cost, prices and rates as required by the Cost Proposal Forms (Attachment C). Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance.

The prices, rates and costs proposed in the Offeror's response must be valid for a minimum of 1 year after any resulting Master Agreement is signed. Offeror's cost proposal must describe how future cost increases will be minimized and capped and how both increases and decreases will be passed on to the Lead State if the Master Agreement is renewed after the initial term. The Offeror must explain the proposed process to implement cost changes, and how the Lead State will be notified. Cost changes may not occur more than once per quarter and only with the prior approval of the lead state.

Offeror Name	**Physio-Control, Inc.**
Catalogue Discount	**Various**

AED Device Model:	**Category III AEDs below**
AED Device Category*:	
AED Device Unit Cost:	**Various**
AED Device Extended Warranty Cost:	**N/A**
AED Device Service Plan Cost (Bi-Annual):	**Varios**

*Category Options Listed Below:
Category I - Public Access and Infrequent User AEDs
Category II - First Responder AEDs
Category III - Professional Defibrillators

Market Basket Items for Bid Device			
Item Name	Item Model	Cost Per Unit	Notes
LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	99577-001368	$20,640.75	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	99577-001959	$23,015.85	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	99577-001952	$23,929.35	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	99577-001955	$27,400.65	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	99577-001957	$30,415.20	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	99577-001588	$33,429.75	Category III - Professional Defibrillators
LIFEPAK 15 Bluetooth	99577-001939	$12,419.25	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	99577-001945	$16,621.35	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	99577-001944	$18,631.05	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	99577-001950	$20,914.80	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	99577-001953	$24,842.85	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	99577-001943	$25,939.05	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	99577-001947	$19,179.15	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	99577-001960	$29,136.30	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	99577-001962	$32,150.85	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	99577-001372	$35,165.40	Category III - Professional Defibrillators
LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	99577-001941	$14,520.30	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	99577-001946	$17,169.45	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	99577-001948	$19,727.25	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	99577-001951	$21,462.90	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	99577-001964	$27,948.75	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	99577-001963	$29,684.40	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	99577-001966	$23,198.55	Category III - Professional Defibrillators
LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	99577-001956	$28,542.09	Category III - Professional Defibrillators
LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2,Bluetooth, Temp	99577-001958	$31,556.64	Category III - Professional Defibrillators
LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	99577-001373	$34,571.19	Category III - Professional Defibrillators
LIFEPAK 15 Standard	99577-001930	$12,419.25	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	99577-001931	$19,635.90	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP,EtCO2	99577-001932	$20,914.80	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP,12-Lead	99577-001933	$24,842.85	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	99577-001934	$27,400.65	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	99577-001935	$30,415.20	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, EtCO2	99577-001936	$33,429.75	Category III - Professional Defibrillators
LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	99577-001938	$31,556.64	Category III - Professional Defibrillators
LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	99577-001937	$35,165.40	Category III - Professional Defibrillators
Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, EtCO2, BT)	81700-000005	$20,431.08	Category III - Professional Defibrillators
Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT)	81700-000004	$32,215.23	Category III - Professional Defibrillators
Bundle: LIFEPAK 15 w/ ACPA (Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT, Temp)	81700-000002	$33,356.67	Category III - Professional Defibrillators
Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels)	81700-000001	$36,965.43	Category III - Professional Defibrillators
Bundle: LIFEPAK 15 w/ ACPA (Standard)	81700-000007	$14,219.28	Category III - Professional Defibrillators
Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, NIBP, EtCO2)	81700-000003	$22,714.83	Category III - Professional Defibrillators

Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG , EtCO2, 2 IP Channels)	81700-000006	$36,965.43	Category III - Professional Defibrillators
LIFEPAK 20e Defibrillator/Monitor	70507-000061	$7,738.65	Category III - Professional Defibrillators
LIFEPAK 20e Defibrillator/Monitor with Pacing Package	70507-000080	$8,869.65	Category III - Professional Defibrillators
LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo)	70507-000091	$10,000.65	Category III - Professional Defibrillators
LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo and Legacy Nellcor enabled))	70507-000081	$10,348.65	Category III - Professional Defibrillators
LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	11141-000112	$251.60	Category III - Professional Defibrillators
Bundle: LIFEPAK 20e w/ CodeManagement Module (Wireless)	81701-000001	$9,000.15	Category III - Professional Defibrillators
Bundle: LIFEPAK 20e (Pacing) w/ CodeManagement Module (Wireless)	81701-000002	$10,131.15	Category III - Professional Defibrillators
Bundle: LIFEPAK 20e (Pacing & Masimo SpO2) w/ CodeManagement Module (Wireless)	81701-000003	$11,262.15	Category III - Professional Defibrillators
Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ CodeManagement Module (Wireless)	81701-000004	$11,610.15	Category III - Professional Defibrillators
Bundle: LIFEPAK 20e w/ CodeManagementModule (Wireless & EtCO2)	81701-000005	$11,653.65	Category III - Professional Defibrillators
Bundle: LIFEPAK 20e (Pacing) w/ CodeManagement Module (Wireless & EtCO2)	81701-000006	$12,784.65	Category III - Professional Defibrillators
Bundle: LIFEPAK 20e (Pacing and Masimo SpO2) w/ CodeManagement Module (Wireless & EtCO2)	81701-000007	$13,915.65	Category III - Professional Defibrillators
Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ CodeManagement Module (Wireless & EtCO2)	81701-000008	$14,263.65	Category III - Professional Defibrillators
LIFEPAK 20e Defibrillator CodeManagement Module - Wireless	11150-000018	$1,261.50	Category III - Professional Defibrillators
LIFEPAK 20e Debibrillator ModeManagement Module - Wireless & with Capnography	11150-000019	$3,915.00	Category III - Professional Defibrillators
Carry Case for LIFEPAK 20/20e Defibrillator with Module	11260-000045	$189.66	
CodeManagement Module Lithium Ion Battery	11141-000162	$206.19	
~~LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes~~	~~99425-000023~~	~~$2,180.00~~	~~Category II - First Responder AEDs~~
~~LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes~~	~~99425-000025~~	~~$2,516.25~~	~~Category II - First Responder AEDs~~
~~LP1000 Trainer~~	~~99996-000117~~	~~$879.75~~	
~~LMnO2 Non-Rechargeable Battery~~	~~11141-000100~~	~~$313.65~~	
~~Rechargable Battery Replacement for LP1000~~	~~11141-000161~~	~~$362.95~~	
~~Rechargable Li-ion Battery for LP1000- only available with purchase of new LP1000 device~~	~~11141-000160~~	~~$58.65~~	
~~Battery charger for the LIFEPAK 1000 (must be used with rechargeable battery)~~	~~11140-000085~~	~~$390.15~~	
~~BAG ASSEMBLY, NO STRAP,LIFEPAK 1000~~	~~11425-000007~~	~~$119.85~~	
~~LIFEPAK 1000 Hard shell, watertight carrying case~~	~~11260-000023~~	~~$291.55~~	
~~LIFEPAK 1000 Replacement Shoulder Strap for carry case~~	~~11425-000012~~	~~$37.40~~	
~~3-Wire ECG Cable~~	~~11111-000016~~	~~$215.05~~	
~~Accessory pounch for 3-wire cable and/or other accessories~~	~~11425-000001~~	~~$56.10~~	
~~Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator~~	~~11250-000052~~	~~$61.20~~	
~~Quick Reference Instruction Card LIFEPAK 1000~~	~~26500-002156~~	~~$5.95~~	
~~LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt~~	~~80403-000148~~	~~$1,536.50~~	~~Category I - Public Access and Infrequent User AEDs~~
~~LIFEPAK CR Plus AED Kit Fully automatic AHA voice prompt~~	~~80403-000149~~	~~$1,676.50~~	~~Category I - Public Access and Infrequent User AEDs~~
~~LIFEPAK Express Semi-automatic. Incl 1 pair of QUIK-Pak electrodes~~	~~80427-000134~~	~~$1,271.25~~	~~Category I - Public Access and Infrequent User AEDs~~
~~LIFEPAK CR Plus Hard shell carry case~~	~~11260-000015~~	~~$225.25~~	
~~LIFEPAK CR Plus Carrying case~~	~~21300-004576~~	~~$63.75~~	
~~LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes~~	~~11403-000001~~	~~$104.55~~	
~~LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes~~	~~11403-000002~~	~~$87.55~~	
~~Wall mount bracket for LIFEPAK CR Plus~~	~~11210-000021~~	~~$90.95~~	
~~CENTRAL ALARM SWITCH for CR Plus~~	~~21300-006587~~	~~$48.45~~	
~~LIFEPAK CR Plus Training System~~	~~11250-000073~~	~~$325.55~~	
~~LIFEPAK CR Plus Training System replacement carry case~~	~~11260-000014~~	~~$33.15~~	
~~LIFEPAK CR Plus Training System replacement training electrodes~~	~~11250-000015~~	~~$35.70~~	
~~LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System~~	~~26500-001156~~	~~$15.30~~	
~~LIFEPAK CR Plus Service Manual CD Rom~~	~~26500-001421~~	~~$68.00~~	
~~LIFEPAK CR Plus Replacement shoulder strap for carry case~~	~~21300-004579~~	~~$13.60~~	
~~HeartSine SAM 350P AED~~	~~80514-000263~~	~~$949.00~~	~~Category I - Public Access and Infrequent User AEDs~~
~~HeartSine SAM 450P AED~~	~~80515-000002~~	~~$1,325.00~~	~~Category I - Public Access and Infrequent User AEDs~~
~~USB Data Download Cable - HeartSine~~	~~11516-000018~~	~~$31.45~~	
~~AED Wall Sign - HeartSine~~	~~11516-000020~~	~~$27.20~~	
~~CPR prep kit - HeartSine~~	~~11516-000021~~	~~$28.05~~	
~~Carry Case for HeartSine AED~~	~~11516-000022~~	~~$46.75~~	
~~Backpack for HeartSine AED~~	~~11516-000114~~	~~$124.10~~	
~~HeartSine AED Pelican case with insert~~	~~11516-000010~~	~~$133.45~~	
~~Wall Bracket for HeartSine AED~~	~~11516-000023~~	~~$71.40~~	
~~HeartSine Wall Cabinet with Alarm~~	~~11516-000024~~	~~$130.90~~	
~~US Adult Pad-Pak for HeartSine AEDs~~	~~11516-000003~~	~~$149.60~~	
~~US Pediatric-Pak for HeartSine AEDs~~	~~11516-000004~~	~~$177.65~~	

Physio-Control NASPO Pricing

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
LIFEPAK® 15						
Common Pre- Hospital Configurations						
LIFEPAK 15	99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	EA	1	$ 23,725.00	$20,640.75
LIFEPAK 15	99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 26,455.00	$23,015.85
LIFEPAK 15	99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	EA	1	$ 27,505.00	$23,929.35
LIFEPAK 15	99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	$ 31,495.00	$27,400.65
LIFEPAK 15	99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	$ 34,960.00	$30,415.20
LIFEPAK 15	99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	$ 38,425.00	$33,429.75
Common Hospital Configurations						
LIFEPAK 15	99577-001939	LIFEPAK 15 Bluetooth	EA	1	$ 14,275.00	$12,419.25
LIFEPAK 15	99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	EA	1	$ 19,105.00	$16,621.35
LIFEPAK 15	99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	EA	1	$ 21,415.00	$18,631.05
LIFEPAK 15	99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	EA	1	$ 24,040.00	$20,914.80
LIFEPAK 15	99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	EA	1	$ 28,555.00	$24,842.85
LIFEPAK 15	99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	EA	1	$ 29,815.00	$25,939.05
Common Transport Configurations						
LIFEPAK 15	99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 22,045.00	$19,179.15
LIFEPAK 15	99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 33,490.00	$29,136.30
LIFEPAK 15	99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 36,955.00	$32,150.85
LIFEPAK 15	99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 40,420.00	$35,165.40
Nellcor Configurations						
LIFEPAK 15	99577-001941	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	EA	1	$ 16,690.00	$14,520.30
LIFEPAK 15	99577-001946	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	EA	1	$ 19,735.00	$17,169.45
LIFEPAK 15	99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 22,675.00	$19,727.25
LIFEPAK 15	99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	EA	1	$ 24,670.00	$21,462.90
LIFEPAK 15	99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	$ 32,125.00	$27,948.75
LIFEPAK 15	99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 34,120.00	$29,684.40
LIFEPAK 15	99577-001966	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 26,665.00	$23,198.55

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
Temperature Configurations						
LIFEPAK 15	99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	$ 32,807.00	$28,542.09
LIFEPAK 15	99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2,Bluetooth, Temp	EA	1	$ 36,272.00	$31,556.64
LIFEPAK 15	99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	$ 39,737.00	$34,571.19
Government Configurations (Bluetooth Not Included)						
LIFEPAK 15	99577-001930	LIFEPAK 15 Standard	EA	1	$ 14,275.00	$12,419.25
LIFEPAK 15	99577-001931	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	EA	1	$ 22,570.00	$19,635.90
LIFEPAK 15	99577-001932	LIFEPAK 15 Trending, Masimo SpO2, NIBP,EtCO2	EA	1	$ 24,040.00	$20,914.80
LIFEPAK 15	99577-001933	LIFEPAK 15 Trending, Masimo SpO2, NIBP,12-Lead	EA	1	$ 28,555.00	$24,842.85
LIFEPAK 15	99577-001934	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	EA	1	$ 31,495.00	$27,400.65
LIFEPAK 15	99577-001935	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	EA	1	$ 34,960.00	$30,415.20
LIFEPAK 15	99577-001936	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, EtCO2	EA	1	$ 38,425.00	$33,429.75
LIFEPAK 15	99577-001938	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	EA	1	$ 36,272.00	$31,556.64
LIFEPAK 15	99577-001937	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	EA	1	$ 40,420.00	$35,165.40
LIFEPAK 15 ACPA Bundles						
LIFEPAK 15	81700-000005	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, EtCO2, BT)	EA	1	$ 23,484.00	$20,431.08
LIFEPAK 15	81700-000004	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT)	EA	1	$ 37,029.00	$32,215.23
LIFEPAK 15	81700-000002	Bundle: LIFEPAK 15 w/ ACPA (Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT, Temp)	EA	1	$ 38,341.00	$33,356.67
LIFEPAK 15	81700-000001	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels)	EA	1	$ 42,489.00	$36,965.43
LIFEPAK 15	81700-000007	Bundle: LIFEPAK 15 w/ ACPA (Standard)	EA	1	$ 16,344.00	$14,219.28
LIFEPAK 15	81700-000003	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, NIBP, EtCO2)	EA	1	$ 26,109.00	$22,714.83
LIFEPAK 15	81700-000006	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG , EtCO2, 2 IP Channels)	EA	1	$ 42,489.00	$36,965.43
LIFEPAK 20e						
LIFEPAK 20e	70507-000061	LIFEPAK 20e Defibrillator/Monitor	EA	1	$ 8,895.00	$7,738.65
LIFEPAK 20e	70507-000080	LIFEPAK 20e Defibrillator/Monitor with Pacing Package	EA	1	$ 10,195.00	$8,869.65
LIFEPAK 20e	70507-000091	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo)	EA	1	$ 11,495.00	$10,000.65
LIFEPAK 20e	70507-000081	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo and Legacy Nellcor enabled))	EA	1	$ 11,895.00	$10,348.65
Accessory	11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	EA	1	$ 296.00	$251.60
LIFEPAK 20e CMM Bundles						
LIFEPAK 20e	81701-000001	Bundle: LIFEPAK 20e w/ CodeManagement Module (Wireless)	EA	1	$ 10,345.00	$9,000.15
LIFEPAK 20e	81701-000002	Bundle: LIFEPAK 20e (Pacing) w/ CodeManagement Module (Wireless)	EA	1	$ 11,645.00	$10,131.15
LIFEPAK 20e	81701-000003	Bundle: LIFEPAK 20e (Pacing & Masimo SpO2) w/ CodeManagement Module (Wireless)	EA	1	$ 12,945.00	$11,262.15

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
LIFEPAK 20e	81701-000004	Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ CodeManagement Module (Wireless)	EA	1	$ 13,345.00	$11,610.15
LIFEPAK 20e	81701-000005	Bundle: LIFEPAK 20e w/ CodeManagementModule (Wireless & EtCO2)	EA	1	$ 13,395.00	$11,653.65
LIFEPAK 20e	81701-000006	Bundle: LIFEPAK 20e (Pacing) w/ CodeManagement Module (Wireless & EtCO2)	EA	1	$ 14,695.00	$12,784.65
LIFEPAK 20e	81701-000007	Bundle: LIFEPAK 20e (Pacing and Masimo SpO2) w/ CodeManagement Module (Wireless & EtCO2)	EA	1	$ 15,995.00	$13,915.65
LIFEPAK 20e	81701-000008	Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ CodeManagement Module (Wireless & EtCO2)	EA	1	$ 16,395.00	$14,263.65
Code Management Module						
Accessory	11150-000018	LIFEPAK 20e Defibrillator CodeManagement Module - Wireless	EA	1	$ 1,450.00	$1,261.50
Accessory	11150-000019	LIFEPAK 20e Debibrillator ModeManagement Module - Wireless & with Capnography	EA	1	$ 4,500.00	$3,915.00
Accessory	11260-000045	Carry Case for LIFEPAK 20/20e Defibrillator with Module	EA	1	$ 218.00	$189.66
Accessory	11141-000162	CodeManagement Module Lithium Ion Battery	EA	1	$ 237.00	$206.19
LIFEPAK 1000						
LIFEPAK 1000	99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes	EA	1	$ 2,725.00	$2,180.00
LIFEPAK 1000	99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	EA	1	$ 3,355.00	$2,516.25
Accessory	99996-000117	LP1000 Trainer	EA	1	$ 1,035.00	$879.75
Accessory	11141-000100	LMnO2 Non-Rechargeable Battery	EA	1	$ 369.00	$313.65
Accessory	11141-000161	Rechargable Battery Replacement for LP1000	EA	1	$ 427.00	$362.95
Accessory	11141-000160	Rechargable Li-ion Battery for LP1000- only available with purchase of new LP1000 device	EA	1	$ 69.00	$58.65
Accessory	11140-000085	Battery charger for the LIFEPAK 1000 (must be used with rechargeable battery)	EA	1	$ 459.00	$390.15
Accessory	11425-000007	BAG ASSEMBLY, NO STRAP,LIFEPAK 1000	EA	1	$ 141.00	$119.85
Accessory	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	EA	1	$ 343.00	$291.55
Accessory	11425-000012	LIFEPAK 1000 Replacement Shoulder Strap for carry case	EA	1	$ 44.00	$37.40
Accessory	11111-000016	3-Wire ECG Cable	EA	1	$ 253.00	$215.05
Accessory	11425-000001	Accessory pounch for 3-wire cable and/or other accessories	EA	1	$ 66.00	$56.10
Accessory	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	EA	5	$ 72.00	$61.20
Accessory	26500-002156	Quick Reference Instruction Card LIFEPAK 1000	EA	1	$ 7.00	$5.95
LIFEPAK CR PLUS						
LIFEPAK CR PLUS	80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt	EA	1	$ 2,195.00	$1,536.50
LIFEPAK CR PLUS	80403-000149	LIFEPAK CR Plus AED Kit Fully automatic AHA voice prompt	EA	1	$ 2,395.00	$1,676.50
LIFEPAK EXPRESS	80427-000134	LIFEPAK Express Semi-automatic. Incl 1 pair of QUIK-Pak electrodes	EA	1	$ 1,695.00	$1,271.25
Accessory	11260-000015	LIFEPAK CR Plus Hard shell carry case	EA	1	$ 265.00	$225.25
Accessory	21300-004576	LIFEPAK CR Plus Carrying case	EA	1	$ 75.00	$63.75
Disposable	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	PK	2	$ 123.00	$104.55
Disposable	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	PK	2	$ 103.00	$87.55

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
Accessory	11210-000021	Wall mount bracket for LIFEPAK CR Plus	EA	1	$ 107.00	$90.95
Accessory	21300-006587	CENTRAL ALARM SWITCH for CR Plus	EA	1	$ 57.00	$48.45
Accessory	11250-000073	LIFEPAK CR Plus Training System	EA	1	$ 383.00	$325.55
Accessory	11260-000014	LIFEPAK CR Plus Training System replacement carry case	EA	1	$ 39.00	$33.15
Disposable	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	EA	1	$ 42.00	$35.70
Accessory	26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System	EA	1	$ 18.00	$15.30
Accessory	26500-001421	LIFEPAK CR Plus Service Manual CD Rom	EA	1	$ 80.00	$68.00
Accessory	21300-004579	LIFEPAK CR Plus Replacement shoulder strap for carry case	EA	1	$ 16.00	$13.60
Heartsine						
samaritan 350P	80514-000263	HeartSine SAM 350P AED	EA	1	$1,586.00	$949.00
samaritan 450P	80515-000002	HeartSine SAM 450P AED	EA	1	$2,066.00	$1,325.00
Accessory	11516-000018	USB Data Download Cable - HeartSine	EA	1	$37.00	$31.45
Accessory	11516-000020	AED Wall Sign - HeartSine	EA	1	$32.00	$27.20
Accessory	11516-000021	CPR prep kit - HeartSine	EA	1	$33.00	$28.05
Accessory	11516-000022	Carry Case for HeartSine AED	EA	1	$55.00	$46.75
Accessory	11516-000114	Backpack for HeartSine AED	EA	1	$146.00	$124.10
Accessory	11516-000010	HeartSine AED Pelican case with insert	EA	1	$157.00	$133.45
Accessory	11516-000023	Wall Bracket for HeartSine AED	EA	1	$84.00	$71.40
Accessory	11516-000024	HeartSine Wall Cabinet with Alarm	EA	1	$154.00	$130.90
Disposable	11516-000003	US Adult Pad-Pak for HeartSine AEDs	EA	1	$176.00	$149.60
Disposable	11516-000004	US Pediatric-Pak for HeartSine AEDs	EA	1	$209.00	$177.65
Disposable	11516-000027	Aviation Pad-Pak for HeartSine AEDs	EA	1	$192.00	$163.20
Accessory	11516-000059	HeartSine SAM 350P AED Trainer	EA	1	$420.00	$357.00
Accessory	11516-000092	HeartSine SAM 450P AED Trainer	EA	1	$420.00	$357.00
Disposable	11516-000011	HeartSine AED Trainer Electrodes - 25	PK	25	$75.00	$63.75
Disposable	11516-000009	HeartSine AED Trainer Electrodes - 10	PK	10	$33.00	$28.05
Accessory	11516-000012	HeartSine Trainer battery charger	EA	1	$32.00	$27.20
Accessory	11516-000014	SAM 350P AED Trainer Remote Control	EA	1	$154.00	$130.90
Accessory	11516-000001	SAM 450P AED Trainer Remote Control	EA	1	$154.00	$130.90
Disposable	11516-000017	Pad-Pak Electrode Cartridge for Trainer	EA	1	$50.00	$42.50
LUCAS® Chest Compression System						
LUCAS	99576-000024	LUCAS 2, 2.1 SW Chest Compression System	EA	1	$ 15,220.00	$13,241.40
LUCAS	99576-000020	LUCAS 2, 2.2 SW Chest Compression Training unit	EA	1	$ 9,450.00	$8,221.50
LUCAS	99576-000043	LUCAS 3.0 Chest Compression System	EA	1	$ 15,950.00	$13,876.50
LUCAS	99576-000042	Training Unit LUCAS 3.0. Non Clinical device for training purposes only.	EA	1	$ 9,450.00	$8,221.50
Accessory	11576-000070	LUCAS 2 Rubber Bumper	PR	2	$ 43.00	$36.55
Accessory	11996-000285	LUCAS 1 Regulator	EA	1	$ 635.00	$539.75
Accessory	11576-000035	LUCAS 1 Carry Bag (Backpack)	EA	1	$ 590.00	$501.50
Accessory	21996-000061	LUCAS 1 Extention Hose	EA	1	$ 342.00	$290.70
Accessory	11996-000278	LUCAS 1 Connector - Chemtron Air	EA	1	$ 370.00	$314.50
Accessory	11996-000279	LUCAS 1 Connector - Ohmeda Air	EA	1	$ 370.00	$314.50
Accessory	11996-000280	LUCAS 1 Connector - Puritan Bennet Air	EA	1	$ 370.00	$314.50

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
Accessory	11996-000281	LUCAS 1 Connector - Diss Air	EA	1	$ 370.00	$314.50
Accessory	11996-000282	LUCAS 1 Connector - Schrader Air	EA	1	$ 370.00	$314.50
Accessory	11996-000283	LUCAS 1 Connector - Oxequip Air	EA	1	$ 370.00	$314.50
Accessory	11576-000064	LUCAS PCI BACK PLATE	EA	1	$ 3,520.00	$2,992.00
Accessory	21996-000044	LUCAS Back Plate	EA	1	$ 379.00	$322.15
Accessory	11576-000052	Back Plate Grip Tape	EA	1	$ 45.00	$38.25
Accessory	11576-000053	Back Plate Grip Tape (3 pack)	PK	3	$ 115.00	$97.75
Accessory	11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	PR	2	$ 102.00	$86.70
Accessory	11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	PK	3	$ 270.00	$229.50
Accessory	11576-000038	LUCAS 2 Carrying Bag	EA	1	$ 344.00	$292.40
Accessory	11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	PK	3	$ 140.00	$119.00
Accessory	11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	PK	12	$ 498.00	$423.30
Accessory	11576-000060	LUCAS 2 Stand-alone Battery Charger	EA	1	$ 1,170.00	$994.50
Accessory	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	EA	1	$ 712.00	$605.20
Accessory	11576-000048	LUCAS 2 12V Car Cable	EA	1	$ 142.00	$120.70
Accessory	11576-000081	LUCAS Carrying Case, Hard Shell	EA	1	$ 450.00	$382.50
Accessory	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	EA	1	$ 712.00	$605.20
Accessory	21576-000074	LUCAS Stabilization Strap	EA	1	$ 92.00	$78.20
Accessory	21576-000075	LUCAS Stabilization Strap (4 pack)	PK	4	$ 295.00	$250.75
Accessory	11576-000088	LUCAS Slim Back Plate	EA	1	$ 395.00	$335.75
Accessory	11576-000089	Grip Tape, LUCAS Slim Back Plate	EA	1	$ 28.00	$23.80
Accessory	11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	PK	3	$ 68.00	$57.80
Accessory	11576-000091	LUCAS 3 Bumpers (Black)	PR	2	$ 42.00	$35.70
Accessory	26500-003716	LUCAS 3.0 Instructions for Use, Replacement, EN	EA	1	$ 40.00	$34.00
Accessory	26500-003084	LUCAS 2, 2.0 SW, INSTRUCTION FOR USE, EN	EA	1	$ 41.00	$34.85
Accessory	26500-003434	LUCAS 2, 2.1 Chest Compression System - Instructions for Use, U.S. English	EA	1	$ 41.00	$34.85
Accessory	11576-000036	Patient Strap (each)	EA	1	$ 106.00	$90.10
AED ACCESSORIES						
Disposable	11101-000003	AED Trainer new style training electrodes (5 pr)	PK	5	$ 44.00	$37.40
Disposable	11101-000004	AED training electrode set - (5pr), cable & pouch	PK	5	$ 75.00	$63.75
Accessory	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	EA	1	$ 34.00	$28.90
Disposable	11250-000042	Replacement infant/child AED training electrodes	PK	5	$ 43.00	$36.55
Accessory	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	EA	1	$ 50.00	$42.50
Disposable	11250-000045	Infant/child AED training electrodes training set	PK	5	$ 75.00	$63.75
TrueCPR						
TrueCPR	80596-000003	TrueCPR Coaching Device	EA	1	$ 1,795.00	$1,561.65
Accessory	11260-000044	TrueCPR Carry Case	EA	1	$ 76.00	$66.12
McGRATH MAC EMS Video Laryngoscope and Accessories						
Laryngoscope	11996-000393	McGRATH MAC EMS Video Laryngoscope	EA	1	$ 2,750.00	$2,392.50
Accessory	11996-000394	McGRATH 3.6V EMS Battery	EA	1	$ 60.00	$52.20
Accessory	11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	BX	50	$ 160.00	$139.20
Accessory	11996-000415	McGRATH MAC 3 Laryngoscope Blades, Box of 10	BX	50	$ 160.00	$139.20

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
Accessory	11996-000416	McGRATH MAC 4 Laryngoscope Blades, Box of 10	BX	50	$ 160.00	$139.20
Accessory	11996-000398	McGRATH X3 Laryngoscope Blades, Box of 10	BX	10	$ 280.00	$243.60
		WALL MOUNTS, CABINETS & SIGNS				
Accessory	11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	EA	1	$ 326.00	$277.10
Accessory	11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	EA	1	$ 278.00	$236.30
Accessory	11220-000076	Wall Cabinet, standard, surface mount, SS	EA	1	$ 560.00	$476.00
Accessory	11220-000077	Wall Cabinet, standard, semi-recessed, SS	EA	1	$ 505.00	$429.25
Accessory	11220-000078	Wall Cabinet, small, fully recessed, SS	EA	1	$ 480.00	$408.00
Accessory	11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	EA	1	$ 480.00	$408.00
Accessory	11220-000083	AED Wall Cabinet with alarm and strobe -surface mount, rolled edges	EA	1	$ 409.00	$347.65
Accessory	11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	EA	1	$ 333.00	$283.05
Accessory	11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	EA	1	$ 457.00	$388.45
Accessory	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	EA	1	$ 585.00	$497.25
Accessory	11210-000028	AED Floor Stand Cabinet with alarm- White	EA	1	$ 1,130.00	$960.50
Accessory	11210-000029	AED Floor Stand Cabinet with alarm- Grey	EA	1	$ 1,175.00	$998.75
Accessory	11998-000327	AED Wall Sign Ilcor w/logo, Flat,8x10	EA	1	$ 26.00	$22.10
Accessory	11998-000328	AED Wall Sign Ilcor w/logo, T-mount, 8x10	EA	1	$ 36.00	$30.60
Accessory	11998-000329	AED Wall Sign Ilcor w/logo, Tent, 7x8	EA	1	$ 36.00	$30.60
Accessory	11998-000330	AED Wall Sign Traditional w/logo, Flat, 8x10	EA	1	$ 26.00	$22.10
Accessory	11998-000331	AED Wall Sign Traditional w/logo, T-mount, 8x10	EA	1	$ 36.00	$30.60
Accessory	11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	EA	1	$ 36.00	$30.60
Accessory	11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	EA	1	$ 36.00	$30.60
Accessory	26500-000185	AED Instruction Card (laminated easy reference)	EA	1	$ 7.00	$5.95
Accessory	11998-000320	Ambu Res-Cue Key First Responder Kit	EA	1	$ 38.00	$32.30
Accessory	11998-000321	Ambu Res-Cue Mask First Responder Kit	EA	1	$ 47.00	$39.95
		LIFEPAK 500 ACCESSORIES				
Accessory	11250-000096	LIFEPAK 500 AED Training System	EA	1	$ 660.00	$561.00
Accessory	11141-000158	LP500 SLA Battery	EA	1	$ 341.00	$289.85
Accessory	11141-000159	LP500 Battery Replacement kit	EA	1	$ 366.00	$311.10
Accessory	11210-000001	Wall mount bracket for AED	EA	1	$ 122.00	$103.70
Accessory	11998-000014	LIFEPAK 500 Complete soft shell carrying case	EA	1	$ 172.00	$146.20
Accessory	11998-000021	LIFEPAK 500 Hard-shell carrying case (Pelican)	EA	1	$ 397.00	$337.45
Accessory	11250-000004	LIFEPAK 500T Replacement carry case	EA	1	$ 82.00	$69.70
Accessory	11250-000006	LIFEPAK 500T Replacement simulated battery pak	EA	1	$ 39.00	$33.15
Accessory	26500-000036	LIFEPAK 500 Service Manual CD-Rom	EA	1	$ 86.00	$73.10
Accessory	26500-001008	LIFEPAK 500T Operating Instructions	EA	1	$ 12.00	$10.20
Accessory	21330-001058	LIFEPAK 500 DPS complete soft shell carrying case with "stealth" surface	EA	1	$ 217.00	$184.45
Accessory	26500-000037	LIFEPAK 500 In-service Video	EA	1	$ 18.00	$15.30
Accessory	11141-000002	LIFEPAK 500 rechargeable sealed lead acid battery pak	EA	1	$ 224.00	$190.40
Accessory	11110-000050	Setup Transfer cable for LIFEPAK 500	EA	1	$ 70.00	$59.50
Accessory	11150-000010	External Modem for connection to LIFEPAK 500	EA	1	$ 336.00	$285.60
Accessory	11220-000025	Battery pouch for the LIFEPAK 500	EA	1	$ 67.00	$56.95

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
		POWER OPTIONS				
Accessory	11110-000051	Power Adapter extension cable for LIFEPAK 12 power adapter	EA	1	$ 147.00	$124.95
Accessory	11210-000002	BSS2 wall mount bracket	EA	1	$ 131.00	$111.35
Accessory	11141-000068	LIFEPAK 20 NiMH rechargeable internal battery	EA	1	$ 181.00	$153.85
Accessory	11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	EA	1	$ 337.00	$286.45
Accessory	11141-000028	LIFEPAK SLA Battery	EA	1	$ 253.00	$215.05
Accessory	11577-000004	Station Battery Charger - For the LP15	EA	1	$ 1,860.00	$1,581.00
Accessory	11577-000011	Mobile Battery Charger - FOR THE LP15	EA	1	$ 2,025.00	$1,721.25
Accessory	21330-001176	LP15 Lithium-ion Battery 5.7 amp hrs	EA	1	$ 469.00	$398.65
Accessory	11141-000106	LIFEPAK 12 Li-ion Battery	EA	1	$ 451.00	$383.35
Accessory	11141-000115	REDI-CHARGE Base	EA	1	$ 1,520.00	$1,292.00
Accessory	11141-000116	LIFEPAK 12 REDI-CHARGE Adapter Tray	EA	1	$ 199.00	$169.15
Accessory	11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	EA	1	$ 206.00	$175.10
Accessory	11140-000072	AC Power Adapter	EA	1	$ 1,685.00	$1,432.25
Accessory	11140-000074	DC Power Adapter	EA	1	$ 2,050.00	$1,742.50
Accessory	11577-000019	LP15 Power Attachment Kit	EA	1	$ 58.00	$49.30
Accessory	11140-000015	AC Power Cord	EA	1	$ 81.00	$68.85
Accessory	11140-000080	Extension Cable (5ft 3 in)	EA	1	$ 303.00	$257.55
Accessory	11140-000081	Right angle cable (10in) included with ACPA & DCPA	EA	1	$ 303.00	$257.55
Accessory	11996-000375	Cable DC Input LP15 Battery Charger	EA	1	$ 79.00	$67.15
		CARRYING CASES & MOUNTING OPTIONS				
Accessory	11260-000030	LIFEPAK 12 Basic carry case w/strap, right & left pouches	EA	1	$ 331.00	$281.35
Accessory	11260-000029	LIFEPAK 12 Carry case back pouch - expandable	EA	1	$ 90.00	$76.50
Accessory	21300-007203	LIFEPAK 12 Replacement carry case right pouch	EA	1	$ 93.00	$79.05
Accessory	21300-007201	LIFEPAK 12 Replacement carry case left pouch	EA	1	$ 102.00	$86.70
Accessory	21300-006361	LIFEPAK 12 Carry case base & side supports	EA	1	$ 155.00	$131.75
Accessory	11260-000037	LIFEPAK12 Shoulder Strap replacement	EA	1	$ 37.00	$31.45
Accessory	11220-000033	LIFEPAK 12 Front cover	EA	1	$ 44.00	$37.40
Accessory	11998-000063	LIFEPAK 12 Removable acrylic screen shield	EA	1	$ 54.00	$45.90
Accessory	11220-000028	Top Pouch for the LP12/LP15	EA	1	$ 57.00	$48.45
Accessory	11260-000032	Carrying Case of the LIFEPAK 12 with AC Power Adapter	EA	1	$ 351.00	$298.35
Accessory	11260-000033	Carrying Case for the LIFEPAK 12 with Voice Recorder	EA	1	$ 351.00	$298.35
Accessory	21300-007203	Right Pouch Replacement (Note: Included with basic case)	EA	1	$ 93.00	$79.05
Accessory	11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	EA	1	$ 320.00	$272.00
Accessory	11260-000039	LIFEPAK 15 Carry case back pouch	EA	1	$ 82.00	$69.70
Accessory	11577-000001	LIFEPAK 15 Shoulder strap	EA	1	$ 37.00	$31.45
Accessory	11996-000374	LP15 bed Connector	EA	1	$ 151.00	$128.35
Accessory	11260-000016	QUIK-COMBO Accessory pouch for LP20	EA	1	$ 61.00	$51.85
Accessory	11260-000018	LP20 Basic Carry Case	EA	1	$ 160.00	$136.00
Accessory	11260-000043	LP20 Top Pouch	EA	1	$ 64.00	$54.40
Accessory	21330-000996	ASSY-LP20 DOCKING STATION	EA	1	$ 381.00	$323.85
Accessory	11996-000309	Surface mount bracket	EA	1	$ 1,135.00	$964.75

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
		HARD PADDLES				
Accessory	11130-000001	Standard hard paddles for use w/LIFEPAK 12	PR	1	$ 750.00	$637.50
Accessory	11130-000037	LIFEPAK 20E Standard Adult Detachable Hard Paddles	PR	1	$ 970.00	$824.50
Accessory	11130-000061	Standard hard paddles for use w/LIFEPAK 15	PR	1	$ 860.00	$731.00
Accessory	11133-000007	Pediatric paddle, external 1ea (2 required) multi-language	PR	1	$ 95.00	$80.75
		THERAPY DELIVERY ACCESSORIES				
Accessory	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	PR	1	$ 640.00	$544.00
Accessory	11131-000010	Internal paddles - 1" size (6.25" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000011	Internal paddles - 1.5" size (6" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000012	Internal paddles - 2" size (5.75" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000014	Internal paddles - 3.5" size (5" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000021	Internal paddles - 1.5" size (9" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000022	Internal paddles - 2" size (8.75" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000023	Internal paddles - 3.5" size (8" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	PR	1	$ 174.00	$147.90
Accessory	11998-000326	LIFEPAK 15 internal paddles adapter cable	EA	1	$ 299.00	$254.15
Accessory	21300-005847	Signagel, gel	EA	1	$ 5.00	$4.25
Accessory	11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	EA	1	$ 388.00	$329.80
Accessory	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	EA	1	$ 388.00	$329.80
		ECG MONITORING ACCESSORIES				
Accessory	11111-000022	12 Lead ECG, Precordial Leads (AHA)	EA	1	$ 150.00	$127.50
Accessory	11111-000020	8ft Trunk cable with AHA limb leads	EA	1	$ 376.00	$319.60
Accessory	11111-000018	5ft Trunk cable with AHA limb leads	EA	1	$ 372.00	$316.20
Accessory	21300-008054	4-Wire Cable Comb (10- Pack)	PK	10	$ 56.00	$47.60
Accessory	21300-008055	6-Wire Cable Comb (10- Pack)	PK	10	$ 56.00	$47.60
Accessory	11110-000029	3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	EA	1	$ 142.00	$120.70
Accessory	11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	EA	1	$ 253.00	$215.05
Disposable	11240-000013	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	BX	3	$ 20.00	$17.00
Disposable	11240-000016	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	BX	2	$ 21.00	$17.85
		COMMUNICATION ACCESSORIES				
Accessory	11150-000007	Modem cable - 6' LIFEPAK 12 to external modem	EA	1	$ 130.00	$110.50
Accessory	11150-000009	Modem door assembly	EA	1	$ 70.00	$59.50
Accessory	11150-000015	Internal modem (pc card modem)	EA	1	$ 347.00	$294.95
Accessory	11230-000020	Serial port cable	EA	1	$ 162.00	$137.70
Accessory	11230-000018	LP20 Serial Port Cable	EA	1	$ 125.00	$106.25
Accessory	11230-000019	LP20 Configuration Transfer Cable	EA	1	$ 125.00	$106.25
		NIBP SUPPLIES				
Accessory	11996-000392	LIFEPAK 12 NIBP Hose, coiled 9'	EA	1	$ 62.00	$52.70
Accessory	11996-000391	LIFEPAK 12 NIBP Hose, 9'	EA	1	$ 62.00	$52.70

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
Accessory	11996-000390	LIFEPAK 12 NIBP Hose, 12'	EA	1	$ 62.00	$52.70
Accessory	21300-008148	LIFEPAK 15 NIBP Hose, 9' coiled	EA	1	$ 62.00	$52.70
Accessory	21300-008147	LIFEPAK 15 NIBP Hose, 9'	EA	1	$ 62.00	$52.70
Accessory	21300-008146	LIFEPAK 15 NIBP Hose, 12'	EA	1	$ 62.00	$52.70
Accessory	11160-000011	NIBP Cuff-Reusable, Infant	EA	1	$ 21.00	$17.85
Accessory	11160-000013	NIBP Cuff-Reusable, Child	EA	1	$ 24.00	$20.40
Accessory	11160-000015	NIBP Cuff-Reusable, Adult	EA	1	$ 30.00	$25.50
Accessory	11160-000017	NIBP Cuff-Reusable, Lg Adult	EA	1	$ 33.00	$28.05
Accessory	11160-000019	NIBP Cuff-Reusable Adult X large	EA	1	$ 48.00	$40.80
Disposable	11160-000012	NIBP Cuff-Disposable Infant	EA	1	$ 9.00	$7.65
Disposable	11160-000014	NIBP Cuff-Disposable Child	EA	1	$ 10.00	$8.50
Disposable	11160-000016	NIBP Cuff-Disposable Adult	EA	1	$ 11.00	$9.35
Disposable	11160-000018	NIBP Cuff-Disposable Large Adult	EA	1	$ 11.00	$9.35
Disposable	11160-000020	NIBP Cuff-Disposable X-tra Large Adult	EA	1	$ 15.00	$12.75
NELLCOR SpO2 SENSORS AND CABLES						
Accessory	11996-000060	Durasensor - Adult finger sensor	EA	1	$ 313.00	$266.05
Accessory	11996-000061	Oxiband Adult/Neonatal Sensor	EA	1	$ 237.00	$201.45
Accessory	11996-000062	Oxiband Pediatric/Infant Sensor	EA	1	$ 237.00	$201.45
Accessory	11996-000106	DURA-Y Multisite sensor (reusable)	EA	1	$ 680.00	$578.00
Disposable	11996-000113	Oxisensor II adult sensor (24/BX)	BX	24	$ 675.00	$573.75
Disposable	11996-000114	Oxisensor II adult sensor, long cable (24/BX)	BX	24	$ 1,090.00	$926.50
Disposable	11996-000115	Oxisensor II infant sensor (24/BX)	BX	24	$ 865.00	$735.25
Disposable	11996-000116	Oxisensor II pediatric sensor (24/BX)	BX	24	$ 670.00	$569.50
Disposable	11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	CS	100	$ 119.00	$101.15
Disposable	11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	CS	100	$ 119.00	$101.15
Disposable	11996-000117	Oxisensor II neonatal sensor (24/BX)	BX	24	$ 880.00	$748.00
Accessory	11110-000042	DEC-4 Cable Extension: 4'	EA	1	$ 66.00	$56.10
Accessory	11110-000176	DEC-8 Cable Extension: 8'	EA	1	$ 72.00	$61.20
MASIMO SET LNOP SENSORS AND CABLES						
Accessory	11171-000006	Masimo SET LNOP Sp02 Patient Cable- 4 foot	EA	1	$ 222.00	$188.70
Accessory	11171-000008	Masimo SET LNOP Sp02 Patient Cable - 8 foot	EA	1	$ 279.00	$237.15
Accessory	11171-000009	Masimo SET LNOP Sp02 Patient Cable - 12 foot	EA	1	$ 347.00	$294.95
Accessory	11171-000007	Masimo SET LNOP Sp02 Sensor - Adult Reusable	EA	1	$ 379.00	$322.15
Disposable	11171-000010	Masimo SET LNOP Sp02 Sensor -Pediatric Reusable	EA	1	$ 368.00	$312.80
Disposable	11171-000011	Masimo SET LNOP Sp02 Sensor -Adult Disposable (1 box of 20 sensors)	BX	20	$ 401.00	$340.85
Disposable	11171-000012	Masimo SET LNOP Sp02 Sensor -Pediatric Disposable (1 box of 20 sensors)	BX	20	$ 446.00	$379.10
Disposable	11171-000034	Masimo SET LNOP Sp02 Sensor -Neonatal (<10 KG) Disposable (1 box of 20 sensors)	BX	20	$ 590.00	$501.50
Disposable	11171-000036	Masimo SET LNOP Sp02 Sensor Infant Disposable (1 box of 20 sensors)	BX	20	$ 488.00	$414.80
Accessory	11996-000326	Masimo SET RED LNOP Patient Cable - 4 foot	EA	1	$ 252.00	$214.20

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
Accessory	11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	EA	1	$ 300.00	$255.00
Accessory	11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	EA	1	$ 424.00	$360.40
		MASIMO SET LNCS SENSORS AND CABLES				
Accessory	11171-000024	Masimo SET LNCS Patient Cable - 4 foot	EA	1	$ 207.00	$175.95
Accessory	11171-000016	Masimo SET LNCS Patient Cable - 10 foot	EA	1	$ 293.00	$249.05
Accessory	11171-000025	Masimo SET LNCS Patient Cable - 14 foot	EA	1	$ 438.00	$372.30
Accessory	11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	EA	1	$ 206.00	$175.10
Accessory	11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	EA	1	$ 251.00	$213.35
Accessory	11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	EA	1	$ 424.00	$360.40
Accessory	11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	EA	1	$ 254.00	$215.90
Accessory	11171-000017	Masimo SET LNCS Adult Reusable Sensor	EA	1	$ 325.00	$276.25
Accessory	11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	EA	1	$ 301.00	$255.85
Disposable	11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	BX	20	$ 324.00	$275.40
Disposable	11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	BX	20	$ 368.00	$312.80
Disposable	11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	BX	20	$ 454.00	$385.90
Disposable	11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	BX	20	$ 497.00	$422.45
Disposable	11171-000031	Masimo SET LNCS Infant Disposable Sensor (box 0f 20)	BX	20	$ 454.00	$385.90
Disposable	11171-000039	M-LNCS Adtx, Adult Adhesive Sensor, 18-inch, 20/box	BX	20	$ 336.00	$285.60
Disposable	11171-000040	M-LNCS Pdtx, Pediatric Adhesive Sensor, 18-inch, 20/box	BX	20	$ 357.00	$303.45
Disposable	11171-000041	M-LNCS Inf, Infant Adhesive Sensor, 18-inch, 20/box	BX	20	$ 441.00	$374.85
Disposable	11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	BX	20	$ 441.00	$374.85
Disposable	11171-000043	M-LNCS NeoPt, Neonatal Preterm Adhesive Sensor, 18-inch, 20/box	BX	20	$ 483.00	$410.55
Accessory	11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	BX	1	$ 301.00	$255.85
Accessory	11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	BX	1	$ 301.00	$255.85
		MASIMO SET RED DIRECT CONNECT CABLES				
Accessory	11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	EA	1	$ 394.00	$334.90
Accessory	11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	EA	1	$ 725.00	$616.25
Accessory	11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	EA	1	$ 394.00	$334.90
Accessory	11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	EA	1	$ 725.00	$616.25
		MASIMO SET RAINBOW DIRECT CONNECT CABLES				
Accessory	11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	EA	1	$ 885.00	$752.25
Accessory	11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	EA	1	$ 1,210.00	$1,028.50
Accessory	11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	EA	1	$ 885.00	$752.25
Accessory	11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	EA	1	$ 1,210.00	$1,028.50
Accessory	11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	EA	1	$ 1,015.00	$862.75
Accessory	11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	EA	1	$ 1,015.00	$862.75
Accessory	11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	EA	1	$ 640.00	$544.00
Accessory	11171-000050	Rainbow DCIP PED REUSABLE Sensor	EA	1	$ 705.00	$599.25
Disposable	11996-000339	Rainbow R25, Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	$ 715.00	$607.75
Disposable	11996-000340	Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	$ 740.00	$629.00
Disposable	11996-000341	Rainbow R25-L, Adult/Neo Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	$ 715.00	$607.75

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
Disposable	11996-000342	Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	$ 740.00	$629.00
Accessory	11171-000037	RC-04, Patient Cable, 4 ft. , 1/box	EA	1	$ 249.00	$211.65
Accessory	11171-000038	RC-12, Patient Cable, 12 ft. , 1/box	EA	1	$ 371.00	$315.35
Disposable	11171-000055	Disposable Light Shield 10/pack	PK	10	$ 62.00	$52.70
Accessory	11171-000054	Reuseable Light Shield, 5 /box	BX	5	$ 65.00	$55.25
Accessory	11171-000051	DBI-dc8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8 ft., 1/box	BX	1	$ 715.00	$607.75
Accessory	11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR,REF 2653	EA	1	$ 335.00	$284.75
Accessory	11171-000053	DIGITBOOTRED DBI-DC8, ADTREUSABLESENSOR,REF 2644	EA	1	$ 715.00	$607.75
ADAPTER CABLES						
Accessory	11996-000183	MNC-1 Adapter Cable - 10 foot	EA	1	$ 545.00	$463.25
Accessory	11996-000198	MNC-1 Adapter Cable - 4 foot	EA	1	$ 517.00	$439.45
Accessory	11996-000365	RED MNC ADAPTER CABLE, 4FT,2641	EA	1	$ 810.00	$688.50
ORIDION INTUBATED FILTERLINES						
Disposable	11996-000001	FilterLine H Set Infant/Neonatal (box of 25)	BX	25	$ 560.00	$476.00
Disposable	11996-000080	FilterLine H Set Adult/Pediatric (box of 25)	BX	25	$ 449.00	$381.65
Disposable	11996-000081	FilterLine Set Adult/Pediatric (box of 25)	BX	25	$ 286.00	$243.10
Disposable	11996-000164	FilterLine Set Long Adult/Pediatric (box of 25)	BX	25	$ 321.00	$272.85
Disposable	11996-000082	Nasal FilterLine Set Infant/Neonatal (box of 25)	BX	25	$ 301.00	$255.85
ORIDION NON-INTUBATED FILTERLINES						
Disposable	11996-000120	SmartCapnoLine - Pediatric patients <44lbs (box of 25)	BX	25	$ 322.00	$273.70
Disposable	11996-000128	SmartCapnoLine w/O2 delivery - Pediatric patients <44lbs (box of 25)	BX	25	$ 434.00	$368.90
Disposable	11996-000162	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (box of 25)	BX	25	$ 322.00	$273.70
Disposable	11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (box of 25)	BX	25	$ 357.00	$303.45
Disposable	11996-000165	SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients>44lbs (box of 25)	EA	25	$ 454.00	$385.90
Disposable	11996-000166	SmartCapnoLine Plus - Adult/Intermediate patients>44lbs (Cs of 100)	CS	100	$ 1,170.00	$994.50
Disposable	11996-000167	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (Cs of 100)	CS	100	$ 1,260.00	$1,071.00
ELECTRODES						
Electrode	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	PR	2	$ 43.00	$35.21
Electrode	11996-000090	Electrode EDGE QUIK-COMBO RTS	PR	2	$ 46.00	$39.10
Electrode	11996-000091	Electrode EDGE QUIK-COMBO Adult	PR	2	$ 38.00	$30.64
Electrode	11996-000092	Electrode EDGE Fast-Patch Plus	PR	2	$ 22.00	$18.70
Electrode	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PR	2	$ 46.00	$36.85
Electrode	11100-000002	Electrode LIFEPATCH ECG , adult, pregelled (4/pkg)	PK	4	$ 2.00	$1.70
Electrode	11100-000001	Electrode LIFEPATCH ECG , adult, pregelled (3/pkg) 1-99	PK	3	$ 1.50	$1.28
Electrode	11101-000016	Electrode replacement infant/child reduced energy	EA	1	$ 116.00	$98.60
Electrode	11101-000017	Electrode Infant/Child reduced energy starter kit	EA	1	$ 189.00	$160.65
Electrode	21330-001024	ADAPTER ASSY-ELECTRODE,HARD PADDLE,PAD PRINTED	EA	1	$ 87.00	$73.95
TEMPERATURE MONITORING						
Accessory	11140-000078	Temperature Adapter Cable- 5ft	EA	1	$ 370.00	$314.50

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	Net Price
Accessory	11140-000079	Temperature Adapter Cable- 10ft	EA	1	$ 370.00	$314.50
Disposable	11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	BX	20	$ 146.00	$124.10
Disposable	11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	BX	20	$ 156.00	$132.60
TRAINING TOOLS AND TESTERS						
Accessory	44500-000001	12-Leads Made Easy Web-based training program	EA	1	$ 57.00	$48.45
Accessory	44500-000003	Capno Made Easy Web Based Training	EA	1	$ 57.00	$48.45
Disposable	11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	BX	5	$ 81.00	$68.85
Accessory	21330-001365	Test load (for use with QUIK COMBO therapy cable)	EA	1	$ 105.00	$89.25
Accessory	11113-000002	QUIK-COMBO Test Plug for testing QC Cable	EA	1	$ 25.00	$21.25
Accessory	11996-000311	QUIK-COMBO 12-lead Patient Simulator	EA	1	$ 915.00	$777.75
Accessory	11996-000310	QUIK-COMBO 3-lead Patient Simulator	EA	1	$ 795.00	$675.75
Accessory	11110-000085	Defibrillation/ECG training electrode cable extension wire	EA	1	$ 222.00	$188.70
Disposable	11103-000001	QUIK-COMBO training electrodes (2/PR)	PR	2	$ 29.00	$24.65
Disposable	11101-000007	Defibrillation/ECG training electrodes	PR	1	$ 31.00	$26.35
Accessory	26500-002481	Operating Instructions: LIFEPAK 12	EA	1	$ 75.00	$63.75
Accessory	21300-007585	Service Manual on CD-ROM: LIFEPAK 12 and BSS2	EA	1	$ 69.00	$58.65
LITERATURE						
Accessory	26500-000213	LIFEPAK 12 In-service Video	EA	1	$ 37.00	$31.45
Accessory	26500-000234	LIFEPAK 12 & BSS2 Service Manual (paper version)	EA	1	$ 217.00	$184.45
Accessory	26500-000942	LIFEPAK 12 Operating Instructions	EA	1	$ 72.00	$61.20
Accessory	21330-001357	LIFEPAK 15 In-service Video - DVD format	EA	1	$ 36.00	$30.60
Accessory	26500-002408	LIFEPAK 15 Operating Instructions	EA	1	$ 72.00	$61.20
Accessory	26500-002040	Quik reference Instruction Card for AED and CPR instruction	EA	1	$ 7.00	$5.95
Medical Informatics						
Accessory	11996-000369	Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 to a PC	EA	1	$ 294.00	$249.90
Data Management - CORE	11600-000022	CODE-STAT 10 Data Review Seat	EA	1	$ 2,705.00	$2,299.25
Service	11600-000024	CODE-STAT Maintenance Subscription (3 Years)	EA	1	$ 1,625.00	$1,625.00
Training						
Solution	26996-000014	Individual AED Challenge (Per Person/ Yr)			$ 15.00	$15.00
Modems						
Data Management	21340-000706	LIFENET PC Gateway	EA	1	$ 447.00	$388.89
Data Management	21996-000073	TITAN II Wireless Gateway	EA	1	$ 1,035.00	$900.45
Data Management	21996-000093	Titan II - Wifi & Cellular Gateway (Verizon, Verizon KORE, AT&T)	EA	1	$ 1,615.00	$1,405.05
Data Management	21996-000095	Titan II - Wifi & Cellular Gateway (AT&T KORE)	EA	1	$ 1,615.00	$1,405.05
Data Management	21996-000092	Titan II - Wifi & Audio & Cellular Gateway (Verizon, Verizon KORE, AT&T)	EA	1	$ 2,720.00	$2,366.40
Data Management	21996-000094	Titan II - Wifi & Audio & Cellular Gateway (AT&T KORE)	EA	1	$ 2,720.00	$2,366.40
Data Management	21996-000081	Multitech 3G Gateway - AT&T	EA	1	$ 1,205.00	$1,048.35
Data Management	21996-000085	Multitech 3G Gateway - Verizon	EA	1	$ 1,205.00	$1,048.35
Data Management	21996-000086	Verizon Multitech 3G Gateway (For use with Physio-Control data plan)	EA	1	$ 1,205.00	$1,048.35
Data Management	21996-000082	AT&T Multitech 3G Gateway (For use with Physio-Control data plan)	EA	1	$ 1,205.00	$1,048.35

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14745 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: BCC 11-02-2017, CAR 11-4, Keep Pensacola Beautiful (Agreement for Maintenance of County Parks and Boat Ramps)
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Board's Action of November 2, 2017, Regarding the Annual Amount Approved for Keep Pensacola Beautiful - Michael Rhodes, Parks and Recreation Department Director

That the Board amend its action of November 2, 2017, to revise the annual amount approved for Keep Pensacola Beautiful, from $150,000 to $155,000, per Contract PD 16-17.008, Agreement for Maintenance of County Parks and Boat Ramps.

[Funding: Funding is available in Fund 001 (General), Cost Center 350226 (Park Maintenance); Fund 101 (Restricted), Cost Center 350236 (Fishing Bridge); Fund 352 (Local Option Sales Tax III), Cost Center 350229 (Park Capital Projects); Fund 353 (Local Option Sales Tax IV), Cost Center 350222 (Park Capital Projects)]

BACKGROUND:

On November 2, 2017, the Board approved the issuance of Purchase Orders to Keep Pensacola Beautiful for a not to exceed amount of $150,000 for fiscal year 17/18. This increase of $5,000 is requested due to higher level of service needed, created by a higher volume of park usage throughout Escambia County during the summer months.

BUDGETARY IMPACT:

Funding is available in Fund 001 (General), Cost Center 350226 (Park Maintenance); Fund 101 (Restricted), Cost Center 350236 (Fishing Bridge); Fund 352 (Local Option Sales Tax III), Cost Center 350229 (Park Capital Projects); Fund 353 (Local Option Sales Tax IV), Cost Center 350222 (Park Capital Projects)

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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:

N/A

Attachments

BCC Over 50K Approval 11-2-17

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board approve, for the Fiscal Year 2017-2018, the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
J.A. Dawson & Co., Inc. Vendor Number: 040465 Purchase of new pavilions, additional playground components, and playground repair pieces to original manufactured playground equipment at various park facilities Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Fund: 353 (Local Option Sales Tax IV) *Cost Center: 350222 (Park Capital Projects)*	$300,000	Original Equipment Manufacturer
Keep Pensacola Beautiful, Inc. Vendor Number: 402053 Purchase of contracted services of waste disposal for County parks, boat ramps, and fishing bridge Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 101 (Restricted) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350222 (Park Capital Projects)	$150,000	PD 16-17.008 Agreement awarded by BCC on 1-19-17 for term of 12 months, with two options for 12-month extensions

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14725 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Approval to Issue Fiscal Year 2018-2019 Purchase Orders in Excess of $50,000
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Corrections Department - William Powell, Director of Corrections

That the Board, for Fiscal Year 2018/2019, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Corrections Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Attenti US, Inc. Vendor Number: 010097 Electronic Monitoring Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: $84,000 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: $36,000	$120,000	WSCA-NASPO Contract #00212 as provided for in PD 15-16.017
B.	Drug Free Workplaces, Inc. Vendor Number: 042368 Drug Screening Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: $45,445 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor		

	Probation) Amount: $25,375 Fund: 114 (Misdemeanor Probation) Cost Center: 290305 (Residential Probation) Amount: $275 Fund: 114 (Misdemeanor Probation) Cost Center: 290306 (Pre-Trial Diversion) Amount: $3,000	$74,095	PD 14-15.013
C.	Spirit, Inc DBA Spirit Solutions, Inc. Vendor Number: 423519 Case Management Software Support and Maintenance Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: $17,000 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: $48,000	$65,000	PD 16-17.025
D.	Aramark Corporation Vendor Number: 013778 Escambia County Jail Food and Commissary Services Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $1,224,897 Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $71,916	$1,296,813	PD 13-14.063 and PD 13-14.065
E.	Baptist Hospital, Inc. Vendor Number: 400239 Emergency Inmate Medical Care Fund: 001 (General) Cost Center: 290302 (Inmate Medical) Amount: $328,000	$328,000	Related to Emergency Inmate Medical Care
F.	Bob Barker Company, Inc. Vendor Number: 020807 Laundry and Cleaning Supplies Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail	$97,706	PD 13-14.046

	Commissary) Amount: $97,706		
G.	Charles Neely Corp DBA PR Chemical and Paper Supply Vendor Number: 150532 Laundry and Cleaning Supplies Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $11,910 Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $182,100	$194,010	PD 13-14.046
H.	Diamond Drugs Vendor Number: 041283 Inmate Pharmacy Services Fund: 001 (General) Cost Center: 290302 (Inmate Medical) Amount: $1,439,218	$1,439,218	PD 16-17.005
I.	Galls, LLC Vendor Number: 070290 Corrections Department Uniforms Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $71,545 Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $2,120	$73,665	PD 13-14.048
J.	George A. Smith Vendor Number: 071238 Part-Time Physician Services; Inmate Medical Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $105,600	$105,600	PD 17-18.034
K.	Locumtenens Holdings, LLC/Locumtenens.com, LLC Vendor Number: 422395 Psychiatric Services; Inmate Medical Fund: 001 (General) Cost Center: 290302 (Inmate Medical) Amount: $220,800	$220,800	PD 17-18.003

L.	Renal Care Group of the Southeast DBA Fresenius Medical Care Pensacola Vendor Number: 420520 Inmate Dialysis Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $100,000	$100,000	Related to Emergency Inmate Medical Care
M.	Renal Care Group of the Southeast/Fresenius Medical Care Pensacola Vendor Number: 420520 Inmate Dialysis Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $88,952	$88,952	Related to Emergency Inmate Medical Care
N.	Sacred Heart Health Systems Vendor Number: 421701 Emergency Inmate Medical Care and Lab Testing Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $407,568	$407,568	Related to Emergency Inmate Medical Care
O.	Walton County Sheriff's Office Vendor Number: 230384 Inmate Care and Custody Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $4,447,232 Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $70,000	$4,517,232	Agreement BCC Approved 07/06/2017
P.	The Merchants Company Vendor Number: 132992 Food Service Supplies; Escambia County Road Prison Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: $85,000	$85,000	PD 16-17.024
Q.	Sysco Gulf Coast, Inc. Vendor Number: 196366 Food Service Supplies; Escambia County Road Prison	$55,000	PD 16-17.024

	Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: $55,000		

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2018 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding: Fund 114 Misdemeanor Probation Fund, Cost Centers 290301-Misdemeanor Probation, 290305-Residential Probation, 290306-Pre Trial Diversion; Fund 001 General Fund, Cost Centers 290307-Pre Trial Release, 290401-Detention (Jail), 290402-Inmate Medical; Fund 111 Detention/Jail Commissary, Cost Center 290406-Detention/Jail Commissary; Fund 175 Transportation Trust Fund, Cost Center 290202-Care and Custody (Road Prison)

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14717 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Exercising the Second of Two Possible One-Year Renewal Periods Related to PD 13-14.064
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewals Provided for in the Agreement Relating to Inmate Phone Services for the Escambia County Jail, PD 13-14.064 - William Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement covered by PD 13-14.064, the Agreement Relating to Inmate Phone Service for the Escambia County Jail.

[Funding: This is a revenue agreement benefiting the Jail's inmate welfare fund, Fund 111]

BACKGROUND:

On July 14, 2014, the County issued an Invitation to Bidders (PD 13-14.064) seeking vendors to provide inmate telephone services to the Escambia County Jail. On September 25, 2014, the County entered into an agreement with CenturyLink for the desired services. Section 2 of the respective agreement outlines the term of the agreement. The term is listed as three years with two possible one-year extensions to be utilized as the County's discretion. It is the request of the Corrections Department that we utilize the second of the two additional one-year terms for the period of September 26, 2018 to September 25, 2019. The number of inmates who have access to a given provider's telephone system has a substantial impact on the structure of bids that would be received. It is the desire of the Corrections Department to be able to provide potential vendors with the most up to date information related to the size of the potential population. By utilizing the last available extension, the department will be able to ensure the most complete set of RFP documents are compiled as part of the solicitation that will take place during the course of FY 2019.

BUDGETARY IMPACT:

This is a revenue agreement related to Fund 111, Detention/Jail Commissary.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the renewal period as provided for in section 2 of the agreement does not require an amendment to the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise a renewal period beyond the initial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendor to make sure the contract requirements are fulfilled.

Attachments

CenturyLink, PD 13-14.064

Escambia County
Clerk's Original
09/25/2014/CAR 7-14

AGREEMENT RELATING TO INMATE PHONE SERVICE PD13-14.064

This Agreement is made and entered into this 25th day of September, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and CenturyLink Public Communications, Inc. d/b/a CenturyLink, a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 5454 West 110th Street, Overland Park, Kansas 66211.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bidders (PD 13-14.064) seeking a contractor to provide inmate phone service to the inmates in the Escambia County Jail (hereinafter referred to as "Facility"); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. At the County's discretion, the contract may be renewed for two additional one (1) year periods.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope of Services. Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Invitation to Bidders, Specification No. P.D. 13-14.064, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Fee. In consideration for the right to provide inmate phone services, Contractor shall pay County a fee equal to a percentage of *Gross Revenue*, as defined herein, as provided in the Contractor's Bid Form, dated August 4, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

Date: 09/26/2014 Verified By: MQ Clerk

For the purpose of this agreement, *Gross Revenue* shall mean amounts billed to those who accept collect calls made by inmates or amounts billed for calls placed by way of a prepaid account or a debit account established for inmate telephone services. Gross Revenue shall not include taxes or fees assessed by government entities.

In accordance with Contractor's General Exchange Tariff, Gross Revenue shall not include calls by inmates to his or her appointed counsel with the Office of the Public Defender.

5. Method of Payment. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the call activity, billing reports, and amount due and owing to County with appropriate supporting documentation. Fees shall be paid to County within sixty days of the close of each month.

6. Charges and Programming of Phones. The applicable rates and fees to be charged for calls made by inmates using the inmate phone service shall be in accordance with the Contractor's proposal, attached hereto as Exhibit "B".

All inmate phones will be programmed to process collect, debit and prepaid calls only, and calls charged to a third party and credit cards will not be permitted. Call charges will only include the time form the point at which the called party accepts the call and will end when either party returns the phone handset to the on-hook position or until either party attempts a hook flash. There will be no charge to the called party for any setup time.

Fraudulent usage or expenses related to fraudulent use of the inmate phone service by inmates will be the sole responsibility of Contractor.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Maintenance. Without cost to the County, Contractor shall be responsible for the maintenance and repair of the inmate phone service equipment. County shall allow Contractor reasonable access to the facilities during normal business hours to perform such maintenance and repair. Should the County observe or receive reports of any malfunction or loss of service, County shall immediately notify Contractor.

Contractor's failure to properly maintain the inmate phone service equipment to the reasonable satisfaction of County shall constitute a breach of this agreement and grounds for immediate termination.

9. Loss, Damage, or Destruction. County shall not be liable for any loss, damage, or destruction of or to the inmate phone service equipment.

The inmate phone service equipment is subject to removal by Contractor in the event of theft, excessive vandalism, fraudulent usage or governmental regulatory restrictions which prohibit or prevent Contractor from complying with the terms of this Agreement.

The Parties shall cooperate and use their best efforts to prevent fraudulent usage, vandalism, or other damage to the inmate phone service equipment.

10. Ownership of Property. All equipment, fixtures and supplies furnished by Contractor shall remain the sole property of Contractor. Upon termination or expiration of the agreement, County shall allow Contractor reasonable access to the facilities during normal business hours to remove such property.

11. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

12. Insurance. The Contractor is required to carry the following insurance:

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

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

(c) Excess or Umbrella Liability coverage.

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

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

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: CenturyLink
Attention: Paul Cooper
Mailstop KSOPKJ0302-302
5454 West 110th Street
Overland Park, KS 66211

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

16. 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. 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 it surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

18. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.

19. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the

Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, processes or data of any other kind. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

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

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

Approved as to form and legal sufficiency.

By/Title:

Date: 9/3/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Norma Arlene Cash
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

ATTEST:

By: Kay Bucher
Corporate Secretary

(SEAL)

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Lumon J. May
Lumon J. May, Chairman

Date: 09/26/2014

BCC Approved: 09-25-2014

CONTRACTOR:

CenturyLink Public Communications, Inc., d/b/a CenturyLink

By: PAUL COOPER, GENERAL MANAGER

Date: 9/22/2014

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14697 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Big Bend Community Based Care Contract #A0150 Amendment #013
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #013 to Contract #A0150 between Escambia County and Big Bend Community Based Care, Inc. - William Powell, Director of Corrections

That the Board take the following action concerning Amendment #013 to Contract #A0150 with Big Bend Community Based Care, Inc:

A. Approve Amendment #013 to Contract #A0150. This Amendment updates and replaces all previous versions of the Standard Contract. In approving Amendment #013, we accept that the contracted amount for the renewal period of July 1, 2018, through June 30, 2019, will be $43,971. This allocation represents no decrease in funding over the previous contract period; and

B. Authorize the Chairman to sign Amendment #013 to Contract #A0150, including necessary attachments.

[Funding: This Contract is a fixed-rate Contract for a total of $43,971, for Fiscal Year 2018/2019]

BACKGROUND:

This contract originated in December 2006, with the Department of Children and Families. The Pre-Trial Release Program in Escambia County has operated successfully for a number of years with the Mental Health Diversion portion of the program which was initially established utilizing this funding. The contract enables the Mental Health Pre-Trial Release program to continue in Escambia County. The Escambia County Pre-Trial Release Program's affiliation with all other county operated services, including the State's Attorney's Office, the Public Defender's Office, the County Jail and the Department of Community Corrections, places them in a uniquely qualified position to provide Forensic Mental Health/Pre-Trial Release services to Escambia County.

BUDGETARY IMPACT:

This is a fixed rate contract. Big Bend Community Based Care 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 for the period ranging from July 1, 2018 through June 30, 2019. This funding is utilized to cover a portion of the Forensic Mental Health Specialist position within the Pre-Trial Release program.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient. It should be noted that according to paragraph 3.3, the venue for any legal action resulting from the agreement is Leon County, Florida.

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 the Escambia County Community Corrections Pre-Trial Release program.

Attachments

Contract# A0150, Amendment# 013

Amendment # 013
Contract # A0150

This Renewal Amendment, entered into between **BIG BEND COMMUNITY BASED CARE, INC.**, hereinafter referred to as "BBCBC," and **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS** hereinafter referred to as the "Provider," amends contract **#A0150** as follows:

BBCBC is exercising its option to renew this Contract as mutually agreed upon by both parties. This renewal will begin on July 1, 2018 and end on June 30, 2019. The Contract amount for this period shall not exceed **$43,971.00** annually, subject to the availability of funds.

1. **The Standard Contract,** is hereby updated and replaces all previous versions.

2. **Attachment III, CERTIFICATION REGARDING LOBBYING** is attached and must be signed and returned.

3. **Attachment IV, AFFIDAVIT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS** is attached and must be signed, notarized and returned.

All terms and conditions of the Contract, as well as any supplements and amendments thereto, not in conflict with this Amendment shall remain in force and effect for this Amendment.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh

As Its: Board Chairman

Date: _____

BIG BEND COMMUNITY BASED CARE, INC.

By: _____
Mike Watkins

As Its: Chief Executive Officer

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/20/18

Contract No. **A0150**
BIG BEND COMMUNITY BASED CARE, INC.
STANDARD SAMH SERVICE PROVIDER CONTRACT

THIS CONTRACT is entered into between Big Bend Community Based Care, Inc., a Florida non-profit corporation with offices at 525 North Martin Luther King Jr. Blvd., Tallahassee, FL 32301 (hereinafter referred to as "BBCBC") and **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as the "Provider"). Hereinafter, BBCBC and the Provider may be individually referred to as "Party" or jointly as the "Parties."

WHEREAS, BBCBC entered into a contract (the "DCF Contract"), with the Florida Department of Children and Families (the "Department"), pursuant to which BBCBC shall provide the administration, management, support and oversight of Department funded behavioral health services (substance abuse and mental health) within the meaning of subsection 287.057(3)(e)5, F.S., pursuant as the Managing Entity for community based behavioral health services in the Northwest Region of Florida including Escambia, Santa Rosa, Okaloosa, Walton, Franklin, Gadsden, Jefferson, Leon, Liberty, Wakulla, Bay, Calhoun, Gulf, Holmes, Jackson, Madison, Taylor and Washington Counties; and

WHEREAS, BBCBC desires to retain Provider to provide services in connection with BBCBC's performance under the DCF Contract, a copy of the DCF Contract is available in hard copy by request, or at www.bigbendcbc.org; and

WHEREAS, Provider is duly licensed, if applicable, qualified to provide certain behavioral health services under the DCF Contract, and desires to perform the services described in this Contract in connection with BBCBC's performance under the DCF Contract.

NOW THEREFORE, in consideration of mutual promises set forth herein, the Parties hereby agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

1.1.1 Provider hereby agrees to provide services in accordance with the terms and conditions specified in this Contract, including all attachments and exhibits, which constitute the Contract document. BBCBC shall pay Provider as defined in this Contract for the services provided under this Contract during the term of this Contract.

1.1.2 BBCBC's total payment to Provider for services provided under this Contract shall not exceed **$43,971.00** annually, subject to the availability of funds. Payments shall be made in accordance with this Contract.

1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: **Escambia County Board of County Commissioners**
Address: **First Judicial Circuit, Escambia County 221 Palafox Place, Suite 130**
City: **Pensacola** State: **FL** Zip: **32502**

1.2.2 The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: **Harold W. Coats, Financial Reporting/Grants**
Address: **First Judicial Circuit, Escambia County**
221 Palafox Place, Suite 130
City: **Pensacola** State: **FL** Zip: **32502**
Phone: **(850) 595-4823**
Email: **hcoats@EscambiaClerk.com**

1.2.3 The name, address, telephone number and e-mail address of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: **Tammie Booker, Escambia County Community Corrections, Division Manager**
Address: **2251 N. Palafox Street**
City: **Pensacola** State: **FL** Zip: **32502**
Phone: **850-471-6454**
Email: **tammie_booker@myescambia.com**

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for BBCBC for this Contract are:

Name: **Felicia Wilhelmy**
Address: **525 N Martin Luther King Jr. Blvd.**
City: **Tallahassee** State: **FL** Zip: **32301**
Phone: **850-410-1020** Ext: **127**
Email: **Felicia.wilhelmy@bigbendcbc.org**

The BBCBC Contract Manager is the primary point of contact through which all contracting information flows between BBCBC and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

1.3 Effective and Ending Dates

This Contract shall begin on **July 1, 2018** or on the date on which the Contract has been signed by the last party required to sign it, whichever is later, and shall continue in full force until June 30, 2021, whereupon this Contract shall thereafter automatically renew for additional one (1) year periods, up to the original term of the Contract, unless earlier terminated according to the provisions of this Contract.

1.4 Contract Document

This Contract is composed of the Standard Integrated Contract, attachments, exhibits and any documents incorporated by reference, which contain all the terms and conditions agreed upon by the Parties.

1.4.1 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.1.1 Attachments;

1.4.1.2 Any documents incorporated into any exhibit by reference;

1.4.1.3 This Standard Integrated Contract;

1.4.1.4 Any documents incorporated into this Contract by reference;

1.4.1.5 Exhibits.

2. PAYMENT, INVOICE AND RELATED TERMS

BBCBC shall pay for the services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds, and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon acceptance of services by BBCBC and shall remain subject to subsequent audit or review to conform contract compliance.

2.1 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

2.2 Method of Payment

The Provider shall be paid in accordance with the Method of Payment exhibit contained herein.

2.3 Invoices

2.3.1 The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. These deliverables must be received and accepted by BBCBC prior to payment. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this Contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., and as prescribed by subsection 119.07(1), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which BBCBC may unilaterally terminate the Contract.

2.3.2 Provider shall submit all invoices to BBCBC in the manner and format described in this Contract. An invoice on the form prescribed and all required back-up documentation shall be received by BBCBC within ten (10) calendar days after the end of each month for all services provided during such month. Invoices that are submitted past the ten (10) calendar days shall be processed with the subsequent month's invoice and shall result in a delay in payment. In no event, regardless of the cause or circumstance, shall BBCBC be responsible or liable for payment of any invoice submitted to BBCBC more than ninety (90) calendar days after the end of the month.

2.3.3 BBCBC shall make payment to Provider within thirty (30) calendar days of receipt of a complete and correct invoice package unless there is a delay in funding from the Department. BBCBC shall not be obligated to make any payment to Provider if Provider does not follow BBCBC's invoicing and billing procedures, unless and until necessary corrections are made by Provider. Within fifteen (15) working days of receipt of an invoice from Provider, BBCBC shall provide notice to Provider of any invoice requiring correction or back-up documentation, including the reason for the required correction/back-up documentation. Provider shall have thirty (30) calendar days from the time of notification by BBCBC to correct problems with its invoices.

2.3.4 At its discretion, BBCBC has the right to withhold payment to Provider if Provider does not submit complete and correct reports in a timely manner as described in this Contract. BBCBC shall notify Provider in writing prior to delaying invoice payment due to late or incomplete reports.

2.3.5 In the event that payment to BBCBC from the Department is delayed, and in the event that this delay in payment shall cause a delay in payment to Provider, BBCBC shall notify Provider within fifteen (15) working days of receiving notification from the Department.

2.4 Final Invoice

The final invoice for payment shall be submitted to BBCBC no more than thirty (30) calendar days after the Contract ends or is terminated. If Provider fails to do so, all rights to payment are forfeited and BBCBC shall not honor any requests submitted after the aforementioned time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from Provider under this Contract, and necessary adjustments thereto, have been approved by BBCBC.

2.5 Third Party Payments

The funding available in this Contract is for services, excluding all successfully billed third party payments including, but not limited to, Medicaid. Supporting documentation of aggregate third party collections shall be available at the Provider's location for inspection by BBCBC and, when appropriate, third party billing amounts shall be recorded on the monthly invoice. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

2.6 Overpayments, Offsets and the Return of Funds

2.6.1 The Provider shall return to BBCBC any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by BBCBC and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from BBCBC. In the event that BBCBC first discovers an overpayment has been made, the Contract Manager, on behalf of BBCBC, shall notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider shall be charged interest at the lawful rate of interest on the outstanding balance after BBCBC notification or upon Provider discovery. This provision shall survive the termination of this Contract.

2.6.2 BBCBC shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

2.7 Budget

2.7.1 Provider shall submit their annual contracted budget, budget narrative and program description in accordance with F.A.C. 65E-14.021 utilizing templates CF-MH 1042 (Personnel Detail and Projected Operating Budget) CF-MH 1043, (Agency Capacity Report)

and CF-MH 1045 (Program Description) at inception of this Contract and subsequently only if there are substantial changes in service delivery or available funding and in accordance with the Financial Reporting Exhibit.

2.7.2 Request for the initial annual contracted budget shall be due ninety (90) days prior to any contract execution. Included with the budget, Provider shall have allocation methodologies, approved by BBCBC.

2.8 Indirect Cost Rate

2.8.1 Effective July 1, 2018, Provider must ensure the indirect/administrative cost shall not exceed the following:

2.8.1.1 If applicable; Provider's federal indirect cost rate awarded by the Provider's cognizant Federal awarding agency; or

2.8.1.2 The Federally recognized indirect cost rate not to exceed ten percent (10%) of modified total direct cost (MTDC), as identified by Title 2 CFR part 200.414, (Indirect F&A Costs).

2.8.2 Title 2 CFR part 200.68 defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000.00 of each sub award (regardless of the period of performance of the sub awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub award in excess of $25,000.00. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

3. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

3.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall, without exception, be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving BBCBC or the Department which by its nature affects the services provided under this Contract.

3.2 Governing Law and Policy

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida

provisions for conflict of laws. The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

3.3 Jurisdiction and Venue

Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida.

3.4 Independent Contractor, Subcontracting and Assignments

3.4.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of BBCBC or the Department. The Provider shall take such actions as may be necessary to ensure that each subcontractor of the Provider shall be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, joint venture, or partner of BBCBC or the State of Florida. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind BBCBC or the Department by virtue of this Contract, unless specifically authorized in writing to do so.

3.4.2 The Provider nor any employee, agent or assignee thereof, shall be entitled to any benefits provided by BBCBC or the Department. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for Provider, and its officers, employees, agents or assignees shall be the sole responsibility of Provider and its subcontractors.

3.4.3 The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

3.4.4 BBCBC shall not furnish services of support (e.g., office space, office supplies. telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by BBCBC in this Contract.

3.4.5 The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of BBCBC, upon BBCBC's sole determination that such assignment shall not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of BBCBC shall be null and void.

The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of BBCBC, which shall not be unreasonably withheld.

3.4.6 The Provider is responsible for all work performed and for all commodities produce pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract. The Provider, at its expense, shall defend BBCBC against such claims.

3.4.7 The Provider shall include, in all subcontracts (at any tier), the substance of all clauses in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

3.4.8 The Provider shall include the requirements of the Employment Eligibility Verification (E-Verify) clause below, appropriately modified for identification of the parties, in each subcontract.

3.4.9 To the extent that a subcontractor provides for payment after Provider's receipt of payment from BBCBC, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from BBCBC in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days shall result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

3.5 Provider Indemnity

3.5.1 The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless BBCBC and/or the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors, provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of BBCBC and/or the Department.

3.5.2 Further, the Provider shall, without exception, indemnify and hold harmless BBCBC and/or the Department and its employees from any liability of any nature or kind whatsoever, including attorney's fees, costs and expenses, arising out of, relating to or

involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by the Provider, or article manufactured or used by the Provider, its officers, agents or subcontractors in the performance of this Contract or delivered to BBCBC for the use of BBCBC, its employees, agents or contractors. The Provider may, at its option and expense, procure for BBCBC, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the Provider is not reasonably able to modify or otherwise secure BBCBC the right to continue using the product or article, the Provider shall remove the product and refund BBCBC the amounts paid in excess of a reasonable rental for past use. However, BBCBC shall not be liable for any royalties. The Provider has no liability when such claim is solely and exclusively due to BBCBC's alteration of the product or article or BBCBC's misuse or modification of the Provider's products or BBCBC's operation or use of vendor's products in a manner not contemplated by this Contract. The Provider shall provide prompt written notification to BBCBC of any claim of copyright, patent or other infringement arising from the performance of this Contract.

3.5.3 Further, the Provider shall protect, defend, and indemnify, including attorneys' fees and costs, BBCBC and/or the Department for any and all claims and litigation (including litigation initiated by BBCBC) arising from or relating to Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Provider's redaction, as provided for under this Contract.

3.5.4 The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of Notice. Only an adjudication or judgment after the highest appeal is exhausted finding BBCBC negligent shall excuse the Provider of performance under this provision, in which case BBCBC shall have no obligation to reimburse the Provider for the cost of their defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless BBCBC shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

3.6 Insurance

3.6.1 Continuous adequate general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability, shall be maintained by the Provider during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. At a minimum, the following coverage shall be required: general liability insurance coverage and professional liability insurance coverage in the minimum amounts of no less than three hundred thousand dollars ($300,000.00) per occurrence with a minimum annual aggregate of no less than one million dollars ($1,000,000.00) each incident and sexual

abuse and molestation coverage in the amount of one million dollars ($1,000,000.00) each incident and three million dollars ($3,000,000.00) aggregate. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Provider shall furnish BBCBC written verification supporting both the determination and existence of such insurance coverage, and shall name BBCBC and the Department as an additional insured under the policy(ies). Such coverage may be provided by an insurer licensed or eligible to do so and that are doing business in the State of Florida.

3.6.2 If, in the course of the performance of its duties under this Contract, any officer, employee, or agent, independent contractor, volunteer or student operates a motor vehicle, the Provider shall obtain and provide proof to the BBCBC of comprehensive automobile liability insurance coverage. The limits of the Provider's coverage shall be no less than three hundred thousand dollars ($300,000.00) each incident with a minimum annual aggregate of no less than one million dollars ($1,000,000.00).

3.6.3 The Provider shall obtain and provide proof to BBCBC of professional liability insurance coverage, including errors and omissions coverage, to cover the Provider and all of its employees. If in the performance of the duties of the Provider under this Contract administers any prescription drug or medication or controlled substance, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Provider and all of its employees. The limits of the coverage shall be no less than three hundred thousand dollars ($300,000.00) each incident with a minimum annual aggregate of no less than one million dollars ($1,000,000.00).

3.6.4 Each insurer must have a minimum rating of "A" by A.M. Best Company or an equivalent rating by a similar insurance rating firm.

3.6.5 BBCBC shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Provider providing the insurance.

3.6.6 All such insurance proposed shall be submitted to BBCBC and confirmed upon contract signing and upon renewal date each year.

3.7 Notice of Legal Actions

The Provider shall notify BBCBC of legal actions taken against them or potential actions, such as lawsuits, related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact BBCBC and/or the Department. BBCBC's Chief Operating Officer shall be notified within ten (10) calendar days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

3.8 Intellectual Property

3.8.1 It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of BBCBC and the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that BBCBC and the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

3.8.2 If the Provider uses or delivers to BBCBC or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood, without exception, that the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For the purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by BBCBC and the Department, its employees, agents or contractors during the term of this Contract and perpetually thereafter.

3.8.3 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under this Contract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, the section 1004.23, F.S., shall apply, but BBCBC and the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

3.9 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service shall continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes, but is not limited to, the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly

transition and may be required to develop a Transition Plan, which shall be developed jointly with the new provider in consultation with BBCBC.

3.10 Reporting Inventory, Lost, Stolen or Unaccounted For

3.10.1 Provider shall complete an annual inventory report of all property of a non-consumable and non-expendable nature purchased by the Provider with funds provided by this Contract and/or provided by BBCBC. BBCBC shall review the annual inventory report during contract monitoring to ensure completeness and compliance with this section. Items purchased with contract funds are not to be depreciated by the Provider and charged back to BBCBC.

3.10.2 Once property is determined to be lost, stolen, or unaccounted for at the end of each annual physical inventory, Provider shall ensure that a thorough investigation is made immediately.

3.10.3 If the property item is not located as a result of the investigation, Provider shall file a report with BBCBC describing the missing item and the circumstances surrounding its disappearance. If the property was stolen, a police report must accompany the documentation filed with BBCBC.

3.10.4 If Provider replaces or disposes of property transferred to or purchased by Provider pursuant to this Contract, Provider shall provide accurate and complete information pertaining to the replacement or disposition of the property on the Provider's annual inventory form.

3.11 Publicity

Without limitation, the Provider and its employees, agents, and representatives shall not, without prior BBCBC written consent in each instance, use in advertising, publicity or any other promotional endeavor any BBCBC or Department branding, the name of BBCBC or the Department or any affiliate or any officer or employee of BBCBC or the Department, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by BBCBC or the Department, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective clients.

3.12 Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name), Big Bend Community Based Care, and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "Big Bend Community Based Care and the State of Florida, Department of

Children and Families" shall appear at least the same size letters or type as the name of the Provider's organization.

3.13 Employee Gifts

The Provider agrees that it shall not offer to give or to give any gift to any employee of BBCBC or the Department, and the Provider shall not receive any gift from an employee of BBCBC or the Department. As part of the consideration for this Contract, the parties intend that this provision shall survive the Contract for a period of two (2) years. The Provider shall ensure that its subcontractors, if any, comply with these provisions.

3.14 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at: http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of the Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

3.15 Employment Screening

The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with Chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include, but not be limited to:

3.15.1 Employment history checks;

3.15.2 Fingerprinting for all criminal records checks;

3.15.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

3.15.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

3.15.5 Security background investigation, which may include local criminal records checks through local law enforcement agencies; and

3.15.6 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

3.15.7 The Provider shall sign an affidavit each State fiscal year for the term of the Contract stating that all required staff have been screened or the Provider is awaiting results of screening.

3.16 Employment Eligibility Verification (E-Verify)

3.16.1 Provider shall enroll as a Provider in the E-Verify program within thirty (30) calendar days of the start date of this Contract if not already enrolled. Within ninety (90) calendar days of enrollment in the E-Verify program, Provider shall begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Provider to perform work pursuant to the Contract with BBCBC shall be verified as employment eligible within three (3) working days after the date of hire.

3.16.2 Provider shall comply, for the period of performance of this Contract, with the requirements of E-Verify program enrollment.

3.16.3 The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Provider shall be referred to a DHS or SSA suspension or debarment official.

3.16.4 During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations under this section of this Contract. If the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must reenroll in E-Verify.

3.16.5 Information on registration for and use of the E-Verify program can be obtained via the DHS website at: http://www.dhs.gov/E-Verify.

3.16.6 The Provider is not required to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Provider through the E-Verify program.

3.16.7 Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.

3.17 Staffing

The Provider must engage in and document recruitment plans designed to maintain, as much as possible, staff with the ethnic and racial composition of the individuals served.

3.18 Human Subject Research

The Provider shall comply with the requirements of Children and Families CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) ss. 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4. RECORDS, AUDITS AND DATA SECURITY

4.1 Records, Retention, Audits, Inspections and Investigations

4.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by BBCBC and the Department under this Contract.

4.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to BBCBC or the Department.

4.1.3 Upon demand, at no additional cost to BBCBC or the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period stated in this section.

4.1.4 These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by BBCBC or the Department.

4.1.5 At all reasonable times for as long as records are maintained, persons duly authorized by BBCBC or the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be

allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

4.1.6 Provider may be required to have a Federal and/or State Single Audit(s) performed annually by a qualified CPA firm. If the Provider expends the dollar threshold of seven hundred fifty thousand dollars ($750,000.00) or more in federal awards in a fiscal year it shall be required to have a Federal Single Audit conducted in accordance with the federal guidelines of either 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Author Requirements for Federal Awards ("2 C.F.R. 200"). If a Federal Single Audit is required in accordance with this regulation, the Provider is required to submit an electronic copy of the Federal Single Audit completed to BBCBC, within one hundred and eighty (180) calendar days of its fiscal year end or within thirty (30) calendar days of receipt, whichever is earlier. The Provider must also submit to BBCBC certification (electronically) that the Federal Single Audit was sent to the Federal Audit Clearinghouse. If the Provider expends the dollar threshold of five hundred thousand dollars ($500,000.00) (seven hundred fifty thousand dollars ($750,000.00) for fiscal years ending after June 30, 2016) or more in state awards in a fiscal year it shall be required to have a State Single Audit conducted in accordance with the Florida Single Audit Act, section 215.97, F.S. and the State of Florida Rules of The Auditor General Chapter 10.650. If a State Single Audit is required in accordance with this regulation, the Provider is required to submit an electronic copy of the State Single Audit completed to BBCBC within one hundred and eighty (180) calendar days of their fiscal year end or within thirty (30) calendar days of receipt, whichever is earlier. The provider shall ensure that its audit report shall include four (4) additional special audit schedules as specified in Rule 65E-14.003(1)(a)-(d), Florida Administrative Code (F.A.C). Attachment II, Audits is provided for additional information regarding audits.

4.1.7 The Provider must also submit to BBCBC certification (electronically) that the State Single Audit was sent to the Auditor General. In the event the Service Provider expends less than five hundred thousand dollars ($500,000.00) (seven hundred fifty thousand dollars ($750,000.00) for fiscal years ending after June 30, 2016) in federal or state awards during its fiscal year, the recipient agrees to provide certification electronically to BBCBC that a single audit was not required by either the federal or state governments. Electronic submissions must be emailed to BBCBC.

4.1.8 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of Inspector General (section 20.055, F.S.).

4.1.9 No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public record inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

4.2 Monitoring, Quality Assurance and Corrective Action

4.2.1 Provider shall comply with all applicable BBCBC quality assurance or quality improvement plans. Provider shall also cooperate with BBCBC and/or the Department when any investigation is conducted regarding a regulatory complaint relevant to services provided by Provider under this Contract.

4.2.2 Provider shall participate in all activities related to the BBCBC or statewide quality management systems as requested.

4.2.3 Provider shall cooperate with the BBCBC credentialing processes, risk management processes, quality improvement program and activities, and utilization management processes. As per the BBCBC client complaint and quality review processes, any and all requests for written responses regarding either client complaints and/or potential quality of care issues, must be received by BBCBC within five (5) working days of Provider's receipt of the client complaint or quality review notification. Provider shall comply with applicable Agency for Health Care Administration (AHCA) and Centers for Medicaid and Medicare Services (CMS) laws and regulations, as well as applicable state laws, rules and regulations including, without limitation, the requirements set forth in section 641.17, F.S. through section 641.3923, F.S., Health Maintenance Organizations.

4.2.4 BBCBC may conduct on-site or off-site reviews of Provider's program when considered necessary or as part of a quality assurance sampling function to evaluate compliance with requirements. Provider shall permit persons duly authorized by BBCBC or the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider, which are relevant to this Contract, and to interview any clients and employees to assure BBCBC and the Department of the satisfactory performance of the terms and conditions of this Contract.

4.2.5 Following such review, BBCBC and/or the Department shall deliver to Provider a written report of its findings and, in accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., a Corrective Action Plan (CAP) may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such CAPs. The Provider hereby agrees to timely correct all deficiencies identified in a monitoring or quality assurance report pursuant to the mutually agreed-upon CAP.

4.2.6 Failure of Provider to submit an adequate CAP or timely correct all deficiencies noted in a monitoring or quality assurance report shall result in further action up to and including contract termination. Final determination of the adequacy of the Provider's CAP (if required) rests solely with BBCBC.

4.2.7 Provider shall supply BBCBC with applicable National Provider Identifier (NPI) numbers prior to execution of the Contract. Should NPI numbers be added, modified or deleted to the Provider, Provider shall notify BBCBC within fifteen (15) calendar days of the addition, modification, or deletion.

4.2.8 Provider shall, upon request, provide to BBCBC a cultural competency plan for providing culturally appropriate services.

4.2.9 To the extent applicable, Provider shall comply with the operating procedures of BBCBC referenced in the Contract which can be accessed via the BBCBC website: www.bigbendcbc.org.

4.3 Provider's Confidential and Exempt Information

4.3.1 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to BBCBC or the Department in connection with this Contract shall be waived, unless the claimed confidential information is submitted in accordance with the following standards:

4.3.1.1 The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law Chapter 119, F.S as trade secret. The labeling shall include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

4.3.1.2 BBCBC or the Department, when required to comply with a public records requests including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 4.3.1. Accompanying the submission shall be an updated version of the justification under Section 4.3.1.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, BBCBC and/or the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

4.3.2 BBCBC is not obligated to agree with the Provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the Provider shall be responsible for

defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

4.4 Health Insurance Portability and Accountability Act

The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (HIPAA) (42 U.S.C. 1320d) as well as all regulations promulgated there-under (45 C.F.R. Parts 160, 162, and 164).

4.4.1 Specifically, the Provider agrees to implement adequate safeguards to assure that Protected Health Information (PHI), including electronic PHI, is used and disclosed only in accordance with HIPAA. Such safeguards include, but are not limited to:

4.4.1.1 Implementing written policies and procedures regarding confidentiality and security;

4.4.1.2 Developing a Notice of Privacy Practices;

4.4.1.3 Adequately training staff; and

4.4.1.4 Obtaining business associate agreements, as appropriate.

4.4.2 PHI means information, including demographic information, collected from an individual, that:

4.4.2.1 Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

4.4.2.2 Relates to the past, present, or future physical or mental health condition, or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and

4.4.2.3 Identifies the individual; or

4.4.2.4 With respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

4.4.3 Provider hereby agrees not to use or disclose PHI other than as permitted or required by this Contract, state or federal law.

4.4.4 Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract or applicable law.

4.4.5 Provider agrees to report to BBCBC any use or disclosure of PHI not provided for by this contract or applicable law.

4.4.6 Provider hereby assures BBCBC that if any PHI received from BBCBC, or received by Service Provider on BBCBC's behalf, or is furnished to BBCBC's subcontractors or agents in the performance of tasks required by this Contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.

4.4.7 Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

4.4.8 Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

4.4.9 Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

4.4.10 Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from BBCBC or created or received by the Provider on behalf of BBCBC available to BBCBC, the Department, or the Secretary of HHS for purposes of determining the Provider's compliance with these assurances.

4.4.11 Provider agrees that at the termination of this Contract, if feasible and where not inconsistent with other provisions of this Contract concerning record retention, it shall, at BBCBC's option, return or destroy all PHI received from BBCBC or received by the Provider on behalf of BBCBC. If not feasible, the protections of this Contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

4.4.12 A violation or breach of any of these assurances shall constitute a material breach of this Contract and shall allow BBCBC to terminate the Contract.

4.5 Data Security

4.5.1 The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to BBCBC or the Department data systems or maintain any client or other confidential information in electronic form:

4.5.1.1 An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the BBCBC Managing Entity Data Security Officer and shall maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any BBCBC or Department data

system or information. The Data Security Officer shall ensure that user access to the data system or information has been removed from all terminated provider employees.

4.5.1.2 The Provider shall provide the latest Departmental security awareness training to its staff who have access to BBCBC or Departmental information.

4.5.1.3 All Provider employees who have access to BBCBC or Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the BBCBC Contract Manager.

4.5.1.4 The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential BBCBC or Departmental data shall not be stored on unencrypted devices.

4.5.1.5 The Provider agrees to notify the BBCBC Contract Manager or the designated BBCBC Data Security Officer as soon as possible, but no later than five (5) business days following the determination of any potential breach of personal or confidential BBCBC or Departmental data.

4.5.1.6 The Provider shall, at its own cost, provide notice to affected parties no later than forty-five days following the determination of any potential breach of personal or confidential BBCBC or Departmental data as provided in section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by BBCBC or the Department to avoid or mitigate potential injury to any person due to breach or potential breach of personal or confidential BBCBC or Departmental data.

4.5.1.7 The Provider shall provide Notification of Termination for any employee with access to data systems to the Data Security Officer. The Data Security Officer shall ensure that user access to the data system or information has been removed from all terminated Provider employees.

4.5.1.8 The Provider shall cause each of its subcontractors having access to BBCBC or Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section. The term "Provider" shall be deemed to mean the subcontractor for such purposes.

4.6 Public Records

4.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., as prescribed by subsection 119.07(1),

F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1) (c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which BBCBC may unilaterally terminate the Contract.

4.6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of BBCBC or the Department within the meaning of section 119.011(12), F.S., the Provider shall:

4.6.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the BBCBC or the Department in order to perform the service.

4.6.2.2 Upon request from BBCBC or the Department's custodian of public records, provide BBCBC or the Department a copy of 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, F.S., or as otherwise provided by law.

4.6.2.3 Ensure that 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 contract term and following completion of the contract if the Provider does not transfer the records to BBCBC.

4.6.2.4 Upon completion of the Contract, transfer, at no cost, to BBCBC all public records in possession of the Provider or keep and maintain public records required by BBCBC to perform the service. If the Provider transfers all public records to BBCBC upon completion of the contract, the Provider shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BBCBC, upon request from BBCBC's custodian of public records, in a format that is compatible with the information technology systems of BBCBC.

5. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

5.1 Financial Penalties for Failure to Take Corrective Action

5.1.1 Provider's failure to substantially and satisfactorily comply with the provisions of this Contract, or with any CAP created hereunder, may result in BBCBC imposing financial penalties upon the Provider. The Parties agree that the penalties provided for under this Section constitute financial consequences under sections 287.058(1) (h) and 215.971(1) (c), F.S. The foregoing does not limit additional financial consequences, which may include, but are not limited to:

5.1.1.1 Refusing payment;

5.1.1.2 Withholding payments until deficiency is cured;

5.1.1.3 Tendering only partial payments;

5.1.1.4 Applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides; or

5.1.1.5 Termination of this Contract and requisition of services from an alternate source.

5.1.2 Financial penalties assessed under this Contract shall be assessed at the sole discretion of BBCBC.

5.1.3 All penalties, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the CAP has not been implemented or in which acceptable progress toward implementation has not been made.

5.1.3.1 Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the CAP has not been implemented or in which acceptable progress toward implementation has not been made.

5.1.3.2 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

5.1.3.3 Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

5.1.4 BBCBC may deduct the amount of the penalty from payment due for invoices submitted to BBCBC by the Provider upon written notification. This provision shall survive the termination of this Contract.

5.2 Termination

5.2.1 This Contract may be terminated by either Party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by United States Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the program.

5.2.2 In the event funds for payment pursuant to this Contract become unavailable, BBCBC may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be sent by United States Postal Service or any expedited delivery service that provides verification of delivery. BBCBC shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Contract, the Provider shall be compensated for any work satisfactorily completed.

5.2.3 This Contract may be terminated for cause in the event of the Provider's non-performance upon no less than twenty-four (24) hours' notice in writing to the Provider. If applicable, BBCBC may employ the default provisions in Rule 60A-1.006(3), F.A.C. BBCBC's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. BBCBC's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit BBCBC's right to remedies at law or in equity.

5.2.4 BBCBC may terminate this Contract immediately upon notice to Provider if:

5.2.4.1 Provider becomes insolvent, files a petition for protection from its creditors, enters into any general arrangement or assignment for the benefit of its creditors, or suffers or consents to the appointment of a trustee or a receiver to take possession of substantially all of Provider's assets, or in the event of the attachment, execution or other judicial seizure of substantially all of Provider's assets; or

5.2.4.2 BBCBC determines, in good faith, that:

5.2.4.2.1 The actions or inactions of Provider are causing or shall cause imminent danger to the health, safety or welfare of any Member; or

5.2.4.2.2 Provider fails to maintain any license(s) or bond(s) required by state or federal law, or Provider becomes uninsured for professional liability/malpractice or general liability insurance; or

5.2.4.2.3 Provider becomes uninsured for error and omissions liability.

5.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department shall be sufficient cause for termination. To be terminated under this provision, the Provider must have:

5.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

5.2.5.2 Had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

5.2.6 In the event of termination, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

5.2.7 If this Contract is for an amount of $1,000,000.00 or more, BBCBC may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies to Boycott Israel List, or has engaged with business operations in Cuba or Syria.

5.3 Dispute Resolution

It is the policy of BBCBC to enter into formal subcontracts with providers based on the types of services offered, the service philosophy, documentation of success, and relations with the community stakeholders. Any dispute concerning performance of this Subcontract or payment hereunder shall be resolved according to BBCBC OP 700-714, Denial and Appeal of Potential Contract Providers.

6. OTHER TERMS

6.1 Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

6.2 Survival of Terms

The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments during the term of this Contract are consideration for such performance.

6.3 Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment.

6.4 Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

6.5 Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

6.6 Accreditation

BBCBC is committed to ensuring the provision of the highest quality services. Accordingly, BBCBC has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of Providers shall either be accredited or have a plan to meet national accreditation standards. If not accredited, Provider shall communicate in writing to BBCBC its anticipated timeframes for becoming accredited, or, upon mutual agreement with BBCBC, shall have a plan to meet generally recognized standards of the industry. Provider shall submit to the BBCBC all reports generated by such an accrediting entity.

6.7 Transitioning Young Adults

The Provider understands BBCBC and the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

6.8 DEO and Workforce Florida

The Provider understands that BBCBC and the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

6.9 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A (e) of the

Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986.

6.10 Civil Rights Requirements

6.10.1 In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of age, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or of the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, sub grantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

6.10.2 If employing fifteen (15) or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946, within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

6.11 Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

6.12 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.13 Whistleblower's Act Requirements

In accordance with section 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations, or the Whistle-blower's Hotline number at 1-800-543-5353.

6.14 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

7. FEDERAL FUNDS APPLICABLITY

7.1 Federal Law

7.1.1 If this Contract contains federal funds, the Provider shall comply with the provisions of 45 Code of Federal Regulations (C.F.R.) Part 75, 45 C.F.R. Part 92, 2 C.F.R. Part 200, and other applicable regulations.

7.1.2 If this Contract contains over one hundred thousand dollars ($100,000.00) of federal funds, Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C, 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 C.F.R., Part 30). The Provider shall report any violations of the above to BBCBC and the Department.

7.1.3 No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any state legislature.

7.1.4 If this Contract contains federal funding in excess of one hundred thousand dollars ($100,000.00), the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from BBCBC. All disclosure forms as required by the Certification Regarding Lobbying form, Attachment III must be completed and returned to BBCBC, prior to payment under this Contract.

7.1.5 If this Contract contains ten thousand dollars ($10,000.00) or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 C.F.R. Part 60 and 45 C.F.R. Part 92, if applicable.

7.1.6 If this Contract contains federal funds and provides services to children up to age eighteen (18), Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one thousand dollars ($1,000.00) for each violation, or the imposition of an administrative compliance order on the responsible entity, or both.

7.1.7 Provider shall comply with Executive Order 12549, Debarment and Suspension. Provider must complete the Affidavit Regarding Debarment and Suspension form, Attachment IV to this Contract.

7.1.8 Unless otherwise specified in writing by the federal grant issuing agency, none of the funds provided under any federal grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule, published but the U.S. Office of Personnel Management at:
https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/

7.2 Federal Whistleblower Requirements

Pursuant to Section 1(c) of the OSH Act of 1970 and the subsequent federal laws expanding that Act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Detail of the OSH Act can be found at this website: http://www.whistleblowers.gov/index.html.

8. CLIENT SERVICES APPLICABILITY

8.1 Client Risk Prevention

8.1.1 Subcontractors must use the Incident Reporting Analysis System (IRAS) in reporting incidents. In addition, subcontractors must immediately call in all deaths and other serious incidents to BBCBC media coverage and follow up by entering the incident into the IRAS system.

8.1.2 The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (l-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

8.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) calendar days of the execution of this Contract and annually update thereafter by May 1, submit to BBCBC an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that shall allow the Provider to continue to function in compliance with the executed Contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes the responsibility of the Department, BBCBC or its subcontracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. BBCBC agrees to respond in writing within thirty (30) calendar days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, BBCBC may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

8.3 Emergency Support to the Deaf and Hard-of-Hearing

8.3.1 The Provider and its subcontractors, where direct services are provided, shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf and Hard-of-Hearing.

8.3.2 If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single-Point-of-Contact (one (1) per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to BBCBC within fourteen (14) calendar days of the signing this Contract.

8.3.3 The Provider shall, within thirty (30) calendar days of the effective date of this Contract, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single-Point-of-Contact shall ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and coordinate activities and reports with the Provider's Single-Point-of-Contact.

8.3.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are

familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. The attestation shall be maintained in the employee's personnel file.

8.3.5 The Provider's Single-Point-of-Contact shall ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by the Provider and its subcontractors. The approved Notice is available at: http://myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

8.3.6 The Provider and its subcontractors shall document the customer's or the companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall submit compliance reports through the DCF website: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html, along with confirmation and a copy of the report submitted by the third (3rd) working day following the reporting month, to BBCBC. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

8.3.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

8.3.8 BBCBC requires each contract/subcontract provider agency's direct service employees to complete the training, "Serving Customers who are Deaf or Hard-of-Hearing", which is found online: http://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/training and sign the Attestation of Understanding. Direct service employees performing under this Contract shall also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

8.4 MANDATORY VOTER REGISTRATION REQUIREMENTS

8.4.1 The Provider and any subcontractor shall, when applicable, act in accordance with the National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), sections 97.021 and 97.058, F.S., and Rule 1S-2.048, F.A.C., and provide clients with an opportunity upon admission or release, or when they change their address, to either register to vote or update their voter registration.

8.4.2 The Provider shall appoint a Voter Registration Agency (VRA) Coordinator to coordinate all provider agency NVRA activities. Coordinator activities include but are not limited to:

8.4.2.1 Establishing procedures for providing voter registration to telephone applicants;

8.4.2.2 The training of staff either directly or through assistance from county supervisor of elections (the materials for training are available on the Department of State website: http://election.dos.state.fl.us/NVRA/);

8.4.2.3 Accepting voter registration applications dropped off in person or received by mail forwarding them to the Supervisor of Elections in their county within five (5) working days;

8.4.2.4 Providing assistance to clients providing the same degree of help as when offering core services;

8.4.2.5 Retaining declinations to register for two (2) years; and

8.4.2.6 Collecting and submittal of prescribed data to BBCBC on a quarterly basis.

8.4.3 Quarterly, the Provider shall submit all data collection to the BBCBC Contract Manager utilizing the information contained in the NVRA Report incorporated by reference. Completed reports are to be submitted via email to: mecontracts@bigbendcbc.org.

8.4.4 The Department of Children and Families document titled: Re: National Voter Registration Act dated February 3, 2014, shall be the guidance document for provider reference and can be accessed online: http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities.

8.5 Confidential Client and Other Information

8.5.1 The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

8.5.2 Provider agrees to maintain in strict confidence client information, including, without limitation, the information contained in 42 C.F.R., Chapter 1, Subchapter A, Part 2, as well as in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

8.5.3 Provider also agrees to abide by The Department of Health and Human Services (HHS) rules, known as the HIPAA Administrative Simplification Rules, located at 45 C.F.R. Parts 160, 162, and 164, and which include both (1) the HIPAA Privacy Rule, created to set national standards for the protection of individually identifiable health information, also known as Protected Health Information (PHI) by three (3) types of covered entities: health plans, health care clearinghouses, and health care providers who conduct health care transactions electronically and (2) the HIPAA Security Rule, which sets national standards

for the security of electronic PHI. Both rules are administered and enforced by the United States Office for Civil Rights (OCR).

8.5.4 Provider's compliance is also required in additional HIPAA Administrative Simplification Rules, known as (1) the Transactions and Code Sets Standards, (2) the Employer Identification Standards, and (3) the National Provider Identifier Standards, which are administered and enforced by the CMS. 45 C.F.R. Part 160, the Enforcement Rule provides standards for the enforcement of the HIPAA Administrative Simplification Rules.

8.5.5 The Provider also agrees to comply with the American Recovery and Reinvestment Act of 2009 (ARRA), as well as Title XIII of ARRA, known as the Health Information Technology for Economic and Clinical Health Act (HITECH Act), including, but not limited to the Breach Notification Rule, which requires notification following a breach of unsecured PHI.

8.5.6 Provider shall maintain confidentiality on all financial information, statistical data, reports, standards, and membership listings, and agrees not to disclose any information contained within this Contract to any third party, except as may be required by law or pursuant to a written consent executed by BBCBC.

9. No Other Terms

This Contract and its attachments, and any exhibits, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Signature: _____

Name: Jeff Bergosh

Title: Board Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

BIG BEND COMMUNITY BASED CARE, INC.

Signature: _____

Name: Mike Watkins

Title: Chief Executive Officer

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/20/18

ATTACHMENT III
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is 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.

_____ _____
Signature Date

Jeff Bergosh, Chairman
Name of Authorized Individual

Escambia County Board of County Commissioners
Name of Organization

221 Palafox Place, Pensacola, Florida 32502
Address of Organization

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

v.7.1.2018

Approved as to form and legal sufficiency.
By/Title:
Date: 8/30/18

ATTACHMENT IV
AFFIDAVIT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This affidavit is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

I (CONTRACT SIGNER NAME) Jeff Bergosh, Board Chairman hereby affirm on behalf of (PROVIDER) Escambia County Board of County Commissioners attest that one or more of the five (5) disqualifying conditions listed below does not exist.

(PROVIDER) Escambia County Board of County Commissioners

1. Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
2. Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused, neglected children, or which adversely reflects their ability to properly handle public funds;
3. Is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
4. Has had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
5. Has failed to implement a corrective action plan approved by the department or any other governmental entity, after receiving due notice.

By signing this AFFIDAVIT, (PROVIDER) is providing assurances that the above disqualifying conditions do not exist.

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(Seal)

_____ Chairman
SIGNATURE TITLE

Approved as to form and legal sufficiency.
By/Title:
Date: 8/2/18

State of _____ County of _____

On this, the _____ day of _____, 20__, before me a notary public, the undersigned, personally appeared.

_____ (CONTRACT SIGNER NAME), known to me (or satisfactorily proven) to be the person whose signature is subscribed to this document, and acknowledged that he/she is the person that has executed this Affidavit for the purpose therein.
In witness hereof, I hereunto set my hand and official seal.

_____
Notary Public

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14834 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Cyber, Privacy & Network Liability Insurance Policy
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CHUBB Cyber Enterprise Risk Management Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, in the amount of $23,905, for Cyber, Privacy and Network Security Liability insurance written through ACE American Insurance Company, for the period of October 1, 2018, through September 30, 2019.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

Exposure to loss from network intrusion is a significant financial risk for Escambia County even with the best security protocols in place and dedicated efforts by our IT professionals. Insurance against security breaches covers two main areas. First-party coverage provides protection against the direct costs suffered by the County, including potential fines, productivity loss, financial damage and even PR expenses. Third-party coverage protects the County against costs incurred for damage to third parties, such as virus damage or identity theft remediation. Cyber extortion is an increasing threat that can be mitigated by adequate coverage such as that offered in the recommended policy.

The premium increased $856.00 over last year's premium due to increased exposure estimated for the coming year.

BUDGETARY IMPACT:

Funds are available in Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation does not require legal sign off.

PERSONNEL:

Risk Management will be the contract administrator. No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars ($50,000.00).

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

Attachments

Cyber Quote

CHUBB®

Cyber Enterprise Risk Mangement Insurance Proposal

Contact Information	
To: Robert Bender	Phone: 850.483.8716
Company: USI	Email Address: Robert.Bender@usi.com
Matt Reb	Date: 09/06/2018
Company: Chubb	Phone: 678-795-4487
Pages: 46	Email: Matthew.Reb@Chubb.com

Account Information	
Applicant Name:	Escambia County Board of County Commissioners
Applicant Address:	221 Palafox Place, Suite 200 Pensacola, FL 32502
Type of submission:	Renewal of Policy No. G2566565A 002
Line of Coverage:	Chubb Cyber Enterprise Risk Management Policy
Insurance Company:	ACE American Insurance Company
Policy Form:	PF-48168 (10/16) / PF-48169 (10/16)
Policy Period:	10/1/2018 To 10/1/2019

Dear Robert,

I am pleased to offer the attached indication for Escambia County Board of County Commissioners The commission payable for placement of this business is 0%.

Thank you for considering Chubb as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Matt Reb
Professional Associate
Chubb

Chubb. Insured.℠

Chubb Cyber Enterprise Risk Management Policy			Option: 1
Maximum Single Limit of Insurance	$5,000,000	**Total Annual Premium**	**$23,905**
Maximum Policy Aggregate Limit of Insurance	$5,000,000		

Optional Extended Reporting Period: 12 months for 100% of last annual premium

First Party Insuring Agreements				
Insuring Agreement		Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
☒	Cyber Incident Reponse Fund	Data Breach Team (Inside the Limit)*		
	Cyber Incident Response Team	$5,000,000/$5,000,000	$50,000	$0
	Non-Panel Response Provider	$1,000,000/$1,000,000	$50,000	N/A
☒	Business Interruption Loss and Extra Expenses	$5,000,000/$5,000,000	$50,000/8Hours	N/A
☒	Contingent Business Interruption Loss and Extra Expenses Unscheduled Providers	$250,000/$250,000	$50,000/8 Hours	N/A
☐	Contingent Business Interruption Loss and Extra Expenses Scheduled Providers	NA /NA	N/A / N/A	N/A / N/A
☒	Digital Data Recovery	$5,000,000/$5,000,000	$50,000	N/A
☒	Network Extortion	$5,000,000/$5,000,000	$50,000	N/A

Third Party Liability Insuring Agreements					
Insuring Agreement		Limit of Insurance Each Claim/Aggregate	Retention Each Claim	Retroactive Date	Pending or Prior Proceedings Date
☒	Cyber, Privacy And Network Security Liability	$5,000,000/$5,000,000	$50,000	10/1/2016	10/1/2016
☒	Payment Card Loss	$1,000,000/$1,000,000	$50,000	10/1/2016	10/1/2016
☒	Regulatory Proceedings	$5,000,000/$5,000,000	$50,000	10/1/2016	10/1/2016
☒	Electronic, Social And Printed Media Liability	$5,000,000/$5,000,000	$50,000	10/1/2016	10/1/2016

Chubb Cyber Enterprise Risk Management Policy			Option: 2
Maximum Single Limit of Insurance	$5,000,000	**Total Annual Premium**	**$27,976**
Maximum Policy Aggregate Limit of Insurance	$5,000,000		

Optional Extended Reporting Period: 12 months for 100% of last annual premium

First Party Insuring Agreements				
Insuring Agreement		Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
☒	Cyber Incident Reponse Fund	Sidecar*		
	Cyber Incident Response Team	$5,000,000/$5,000,000	$50,000	$0
	Non-Panel Response Provider	$1,000,000/$1,000,000	$50,000	N/A
☒	Business Interruption Loss and Extra Expenses	$5,000,000/$5,000,000	$50,000/8Hours	N/A
☒	Contingent Business Interruption Loss and Extra Expenses Unscheduled Providers	$5,000,000/$5,000,000	$50,000/8 Hours	N/A
☐	Contingent Business Interruption Loss and Extra Expenses Scheduled Providers	NA /NA	N/A / N/A	N/A / N/A
☒	Digital Data Recovery	$5,000,000/$5,000,000	$50,000	N/A
☒	Network Extortion	$5,000,000/$5,000,000	$50,000	N/A

* Limits will automatically increase to the limits referenced in the Cyber Incident Response Fund Sidecar endorsement option if the Cyber Incident Response Team is used and subject to all terms of the endorsement. Please refer to the terms and conditions of the Cyber Incident Response Fund Sidecar endorsement.

Third Party Liability Insuring Agreements					
Insuring Agreement		Limit of Insurance Each Claim/Aggregate	Retention Each Claim	Retroactive Date	Pending or Prior Proceedings Date
☒	Cyber, Privacy And Network Security Liability	$5,000,000/$5,000,000	$50,000	Full Prior Acts	10/1/2016
☒	Payment Card Loss	$5,000,000/$5,000,000	$50,000	Full Prior Acts	10/1/2016
☒	Regulatory Proceedings	$5,000,000/$5,000,000	$50,000	Full Prior Acts	10/1/2016
☒	Electronic, Social And Printed Media Liability	$5,000,000/$5,000,000	$50,000	Full Prior Acts	10/1/2016

Cyber Crime Insuring Agreements			
Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident
☒	Computer Fraud	$250,000/$250,000	$25,000
☒	Funds Transfer Fraud	$250,000/$250,000	$25,000
☒	Social Engineering Fraud	$150,000/$150,000	$25,000

The Following Notice(s) will be added to the basic contract(s) Options1, Option 2	
Title	**Form Number**
Chubb Producer Compensation Practices & Policies	ALL-20887a (03/16)
Cyber Services for Incident Response – Notice to Policyholders	PF-48259 (10/16)
Cyber Services for Loss Mitigation	PF-48260 (10/16)
U.S. Foreign Account Tax Compliance Act – FACTA Notice	ALL-42490b (07/16)
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Notice	PF-17914a (04/16)
Policyholder Disclosure Notice of Terrorism Insurance Coverage	TR-19606d (01/15)

The Following Endorsement(s) will be added to the basic contract(s) Options1, Option 2	
Title	**Form Number**
1. Trade or Economic Sanctions Endorsement	PF-46422 (07/15)
2. Cap on Losses From Certified Acts of Terrorism	PF-45354 (01/15)
3. Signatures Endorsement	CC-1K11h (03/14)
4. Florida Amendatory Endorsement	PF-48285 (10/16)
5. Cyber Incident Response Fund Side-Car **(option 2 only)**	PF-48258 (12/17)
6, General Enhancement Endorsement	PF-49468 (08/17)
7. Additional Insured-Pursuant To Contract	PF-48155 (09/16)
8. Extended Reporting Period	PF-49460
9. Hardware Or Equipment Replacement Endorsement	PF-49492 (08/17)
10. Primary Insurance for Specified Insuring Agreements	PF-49484 (08/17)
11. Termination Amended - Non Cancellable Except Non-payment of Premium	PF-48340 (10/16)
12. Conduct Exclusion Amended – Final, Non-Appealable Adjudication	PF-49491 (08/17)
13. Application Amended	PF-49452 (08/17)
14. Control Group Redefined	PF-48148 (10/16)
15. Choice of Defence Counsel	PF-49463 (08/17)
16. Definition of Insured's Computer System Amended	MS-260740 (07/18)
17. DEFINITION OF CYBER INCIDENT AMENDED	MS-260734 (06/18)
18. Consumer Protection Laws Exclusion Amended	MS-XXXXX (07/18)
19. STATE AMENDATORY INCONSISTENCY ENDORSEMENT	MS-260724 (07/18)
20. Extended Period of Attrition Endorsement-$500,000 sublimit	PF-49494 (08/17)
21. Cyber-Crime Endorsement **(option 2 only)**	PF-48257 (05/17)
22. Non-Malicious System Failure and Contingent System Failure – **$1M x $25k (option 2 only)**	PF-48275 (08/17)

Applicant Name: Escambia County Board of County Commissioners

Subjectivities

Chubb hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents **prior to binding**:
    a. Cyber Crime & System Failure Questionnaire (if option 2 selected)

2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of the Binder or the Effective Date of the policy, whichever is later.

Please Note the Following for the Terrorism Risk Insurance Act:

Coverage for acts of terrorism is included in your policy. The portion of your annual premium that is attributable to coverage for acts of terrorism is $0, and does not include any charges for the portion of losses covered by the United States government under the Act.

Loss Mitigation Services

With the purchase of a Chubb Cyber Enterprise Risk Management Policy, we offer various premiere services as a benefit to policyholders to help mitigate cyber risks before an event occurs. Please note that some services may require an additional fee. Any fees are not premium for the insurance policy. The fee is paid to the entity performing the service. There is no commission associated with the fee. The entities listed on the website are not providers of insurance services and are not affiliated with Chubb. Purchase of any service does not guaranty that losses will be fewer or less severe. Any loss mitigation inspection, assessment, or audit purchased, and any report or recommendation resulting therefrom, shall not constitute an undertaking at the behest of or for the benefit of Chubb. Chubb also assumes no responsibility to implement any resulting recommendations.

Service Selected: Chubb Loss Mitigation Services (Additional Fee with No Commission)	**Total Cost**
☐ **Response Readiness Assessment** led by Fidelis	$3,000
☐ **Network Vulnerability Testing** led by NetDiligence	$3,000
☐ **Phishing Simulation** led by PhishMe	$3,000
☐ **Security Performance Benchmarking** led by Bit Sight	$3,000

Policy Holder Contract

- Name: Click here to enter text.
- Title: Click here to enter text.
- Phone: Click here to enter text.
- Email: Click here to enter text.

Total Cost for Loss Mitigation Services: **$ x,xxx**

Chubb. Insured.℠

Conditions of this Indication

This indication will remain valid until 9/29/2018.

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this indication may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT OF 2010 (NRRA) UPON THE BINDING OF THIS PLACEMENT. IF THE STATE SET FORTH IN THE ABOVE-REFERENCED INSURED ADDRESS IS THE HOME STATE OF THE INSURED, NO ACTION IS REQUIRED. HOWEVER, IF THE HOME STATE OF THE INSURED IS OTHER THAN THAT SET FORTH IN THE INSURED ADDRESS, YOU MUST NOTIFY US IN WRITING PRIOR TO THE BINDING OF THIS PLACEMENT.

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above indicated figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,



Matt Reb
Professional Associate
Chubb

Chubb. Insured.℠

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14831 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Workers' Compensation Insurance Renewal
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Workers' Compensation Insurance Renewal - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2018, through September 30, 2019, in the amount of $1,201,452, with a $100,000 per occurrence deductible.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

BACKGROUND:

Florida Municipal Insurance Trust (FMIT) has agreed to renew the County's Workers' Compensation Policy with the same terms and deductible as last year. Our Agent of Record sought competitive proposals from the marketplace, but no other Insurers were willing or able to compete with the terms, conditions, and rates offered by FMIT. The closest competing insurer from last year, PGIT, declined to offer a quote.

The renewal premium represents a $143,820.00 increase over last year's premium. The increase is attributed to a higher experience mod calculated by NCCI and an overall increase in payroll.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the contract administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

Attachments

WC Renewal Quote



Department of Insurance

FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2018-2019

Escambia County Board of County Commissioners

FMIT 0869

Coverage		Deductible	Limit	Premium
Workers' Compensation		$100,000	Total Payroll	
Experience Modification	1.12	10/1/18	$101,987,787	$1,201,452
TOTAL NET PREMIUM				$1,201,452

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14833 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: General Lines Insurance Agent (PD 15-16.039)
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning General Lines Insurance Agent (PD 15-16.039) - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, in the amount of $130,000, in accordance with PD 15-16.039, General Lines Insurance Agent, for the period of October 1, 2018, through September 30, 2019.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

Traditionally General Lines Insurance Agencies serving the County have been commission based. USI was selected by a 5-person review committee based on their qualifications and ability to service the County's extensive Insurance portfolio.

Insurance policies and renewals are negotiated on the County's behalf, without commission at the retail level. Removal of the commission incentive from insurance premiums results in a significant savings to the County.

BUDGETARY IMPACT:

Funds are available in Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation does not require legal sign off.

PERSONNEL:

Risk Management will be the contractor administrator. No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars ($50,000.00).

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14891 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Waiver of the 2018 EDATE Application Deadline for Ascend Performance Materials
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Waiving the March 1, 2018, EDATE Application Deadline for Ascend Performance Materials, LLC - Jack Brown, County Administrator

That the Board waive the March 1, 2018, deadline for the Economic Development Ad Valorem Tax Exemption (EDATE) Application of Ascend Performance Materials, LLC, for the 2018 tax year, as permitted by Escambia County Code of Ordinances Sec. 90-149(c), which states that the Board "may waive the March 1 deadline when good cause is shown by the applicant." Ascend Performance Materials requests this consideration due to personnel changes at the corporate level leading to a lack of awareness of the county-level reporting obligation. The Board adopted the Ordinance establishing Ascend's EDATE on June 28, 2012, and there have been no subsequent Board actions regarding an EDATE deadline waiver.

[Funding Impact: Per the Property Appraiser, the 2018 abated and anticipated amount of ad valorem tax would be approximately $154,000]

BACKGROUND:

The Board adopted the Ordinance granting Ascend Performance Materials an EDATE on June 28, 2012 at an exemption rate of 62% for 10 years. EDATE applications are due every year on or before March 1st, with County staff mailing reminder letters and blank applications to recipients well in advance. Due to corporate personnel changes, Ascend failed to file by the deadline, but have since taken steps to ensure against future errors. There is no record of any previous significant tardiness by Ascend.

BUDGETARY IMPACT:

Per the Property Appraiser, the 2018 abated and anticipated amount of ad valorem tax would be approximately $154,000. With the granting of the requested waiver, this amount would equal the financial impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances Sec. 90-149(c), which states that the Board "may waive the March 1 deadline when good cause is shown by the applicant".

IMPLEMENTATION/COORDINATION:

Staff will coordinate with the Property Appraiser office, pending the Board's decision.

Attachments

Ascend's 2018 EDATE Renewal

Ryan
Innovative Solutions to Taxing Problems.

Williams Tower
2800 Post Oak Boulevard
Suite 3700
Houston, TX 77056
Tel. 713.629.0090
Fax 713.629.0227
www.ryan.com

RETURN RECEIPT REQUESTED
VIA: ELECTRONIC MAIL

September 10, 2018

Office of Chris Jones
Escambia County Property Appraiser
221 Palafox Place
Suite 300
Pensacola, FL 32502

RE: Tax Year 2018 Economic Development Ad Valorem Property Tax Exemption
Taxpayer: Ascend Performance Materials, LLC
Parcel: 02023627

Dear Sir/Madam:
Enclosed please find the completed annual compliance for the above referenced Economic Development Ad Valorem Property Tax Exemption (EDATE). Due to personnel changes, the taxpayer was unaware of the county level reporting obligation.

We sincerely apologize for the oversight and have taken the necessary steps to ensure an error of this magnitude does not occur again. We respectfully request consideration in honoring the EDATE for tax year 2018.

If you have any questions, please contact me at your convenience at 713.629.0090.

Sincerely,
Ryan, LLC

Ashley N Moore
Taxpayer's Representative

Enclosures – As Stated

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION

Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1	Business name: Ascend Performance Materials, LLC	Mailing address: 1010 Travis St. #900
2	Please give name and telephone number of owner or person in charge of this business.	Houston, TX 77098
	Name: Linh Lam	Telephone number: 713-315-5841
3	Exact Location (Legal Description and Street Address) of Property for which this return is filed: 3000 Old Chemstrand Rd	4 Date you began, or will begin, business at this facility: 6/1/2009
5	Description of the improvements to real property for which this exemption is requested: Project Everest	Date of commencement of construction of improvements: 6/9/2012

6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased

Class or Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Cond*	Taxpayer's Estimate of Fair Market Rent	APPRAISER'S USE ONLY Cond*	APPRAISER'S USE ONLY
Please See Attached			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$
			$		$		$

Average value of inventory on hand:

*Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a ☐ new business or ☑ expansion of an existing business

8 Describe type or nature of your business: Nylon Manufacturing

9 Trade levels (check as many as apply): ☐ Retail ☑ Wholesale ☑ Manufacturing ☐ Professional ☐ Service ☐ Office ☐ Other, specify:

10 Number of full-time employees to be employed in Florida

If an expansion of an existing business: Net increase in employment: 107 (12 %) Increase in productive output resulting from this expansion: 19 %

11 Sales factor for the facility requesting exemption:

Total sales in Florida from this facility-one (1) location only: 17,778,358 divided by Total sales everywhere from this facility-one (1) location only: 946,290,277 = 1.88 %

12 For office space owned and used by a corporation newly domiciled in Florida: Date of incorporation in Florida: N/A; Number of full-time employees at this location: 890

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date 6-28-18

Signature, preparer: Ashley N Moore

Signature, taxpayer: _____

Preparer's address: 2800 Post Oak Blvd. STE 3700 Houston, TX 77098

Title: Authorized Agent

Preparer's telephone number: 713-629-0090

Property Appraiser's Use Only

I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	$
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	$
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	$
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted Improvements to real property $ Personal property $	
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a ☐ new business ☐ expansion of an existing business ☐ neither	
VI	Last year for which exemption may be applied ☐☐☐☐	

Application to be filed not later than March 1

Date _____ Signature, Property Appraiser _____

ASCEND PERFORMANCE MATERIALS OPERATIONS LLC

Asset Detail Report With Alternate Description

Acct #	Dept Cd	Asset Number	Description	Alt Description	Year	Obs	Cost	Idx Fct	RCN	% Gd	Depreciated Value	Assessed
0-2023-627	1106	5180032964651	NORTH WORKSTATION	COMPUTER EQUIPMENT - 2015	2015	0%	21,025	1.00	21,025	38%	7,990	7,990
0-2023-627	1106	5180032964652	SOUTH WORKSTATION	COMPUTER EQUIPMENT - 2015	2015	0%	21,025	1.00	21,025	38%	7,990	7,990
0-2023-627	1310	5180032960480	MASS FLOW SCREW FEEDER FOR 372-TA02A BI	MACHINERY & EQUIPMENT - 2012	2012	0%	252,436	1.04	262,533	49%	128,641	128,641
0-2023-627	1310	5180032960860	KA OXIDATION INTERLOCK DELTAV SIS SYSTEM	MACHINERY & EQUIPMENT - 2012	2012	0%	1,067,956	1.04	1,110,674	49%	544,230	544,230
0-2023-627	1310	5180032960861	KA OXIDATION INTERLOCK DELTAV SIS SYSTEM	MACHINERY & EQUIPMENT - 2012	2012	0%	405,746	1.04	421,976	49%	206,768	206,768
0-2023-627	1310	5180032960120	REFINED CRYSTALLIZER FEED TANK TWO 405T/	MACHINERY & EQUIPMENT - 2012	2012	0%	658,015	1.04	684,336	49%	335,324	335,324
0-2023-627	1310	5180032960130	REFINED CRYSTALLIZER FEED TANK HEATER 4(	MACHINERY & EQUIPMENT - 2012	2012	0%	40,949	1.04	42,587	49%	20,868	20,868
0-2023-627	1310	5180032960140	REFINED CRYSTALLIZER CIRCULATION PUMP 4(	MACHINERY & EQUIPMENT - 2012	2012	0%	26,403	1.04	27,459	49%	13,455	13,455
0-2023-627	1310	5180032960150	NEW REPLACEMENT 150 HP MOTOR; IMPELLER	MACHINERY & EQUIPMENT - 2012 - R	2012	50%	24,887	1.04	25,882	49%	6,341	6,341
0-2023-627	1310	5180032960170	MISC INSTRUMENTS INCLUDING CONTROL WIRI	MACHINERY & EQUIPMENT - 2012	2012	0%	250,020	1.04	260,021	49%	127,410	127,410
0-2023-627	1310	5180032960180	150 HP VARIABLE FREQUENCY DRIVES FOR 405	MACHINERY & EQUIPMENT - 2012	2012	0%	59,195	1.04	61,563	49%	30,166	30,166
0-2023-627	1310	5180032960190	EQUIPMENT FOUNDATIONS & SUPPORT STRUC	MACHINERY & EQUIPMENT - 2012	2012	0%	917,084	1.04	953,767	49%	467,346	467,346
0-2023-627	1310	5180032960220	MISCELLANEOUS ELECTRICAL FOR 405 REFINE	MACHINERY & EQUIPMENT - 2012	2012	0%	152,451	1.04	158,549	49%	77,689	77,689
0-2023-627	1310	5180032960230	REFINED CRYSTALLIZER FEED PUMPS 405PU14	MACHINERY & EQUIPMENT - 2012	2012	0%	120,089	1.04	124,893	49%	61,197	61,197
0-2023-627	1310	5180032960240	NEW REPLACEMENT 150 HP MOTOR; IMPELLER	MACHINERY & EQUIPMENT - 2012 - R	2012	50%	24,887	1.04	25,882	49%	6,341	6,341
0-2023-627	1310	5180032961380	NML FILTRATE PUMP 465PU31A INCLUDING MO	MACHINERY & EQUIPMENT - 2012	2012	0%	39,593	1.04	41,177	49%	20,177	20,177
0-2023-627	1310	5180032961390	NML FILTRATE PUMP 465PU31B INCLUDING MO	MACHINERY & EQUIPMENT - 2012	2012	0%	39,593	1.04	41,177	49%	20,177	20,177
0-2023-627	1310	5180032961400	NML FILTRATE PUMP 465PU31C INCLUDING MO	MACHINERY & EQUIPMENT - 2012	2012	0%	39,593	1.04	41,177	49%	20,177	20,177
0-2023-627	1310	5180032961410	NML FILTRATE PUMP 485PU31A INCLUDING MO	MACHINERY & EQUIPMENT - 2012	2012	0%	14,415	1.04	14,992	49%	7,346	7,346
0-2023-627	1310	5180032961420	NML FILTRATE PUMP 485PU31B INCLUDING MO	MACHINERY & EQUIPMENT - 2012	2012	0%	14,415	1.04	14,992	49%	7,346	7,346
0-2023-627	1310	5180032961430	NML FILTRATE PUMP 485PU31C INCLUDING MO	MACHINERY & EQUIPMENT - 2012	2012	0%	14,415	1.04	14,992	49%	7,346	7,346
0-2023-627	1310	5180032961440	NML FILTRATE PUMP 485PU31A VFD	MACHINERY & EQUIPMENT - 2012	2012	0%	14,964	1.04	15,563	49%	7,626	7,626
0-2023-627	1310	5180032961450	NML FILTRATE PUMP 485PU31A VFD	MACHINERY & EQUIPMENT - 2012	2012	0%	14,964	1.04	15,563	49%	7,626	7,626
0-2023-627	1310	5180032961460	NML FILTRATE PUMP 485PU31A VFD	MACHINERY & EQUIPMENT - 2012	2012	0%	14,964	1.04	15,563	49%	7,626	7,626
0-2023-627	1310	5180032961480	463PU3D FEED PUMP FOR 'C' STILL	MACHINERY & EQUIPMENT - 2012	2012	0%	411,032	1.04	427,473	49%	209,462	209,462
0-2023-627	1310	5180032961510	IP2A LOW VOLTAGE SWITCHGEAR & BREAKERS	MACHINERY & EQUIPMENT - 2012	2012	0%	483,633	1.04	502,978	49%	246,459	246,459
0-2023-627	1310	5180032961520	IP2B LOW VOLTAGE SWITCHGEAR & BREAKERS	MACHINERY & EQUIPMENT - 2012	2012	0%	487,923	1.04	507,440	49%	248,646	248,646
0-2023-627	1310	5180032961530	IP2C LOW VOLTAGE SWITCHGEAR & BREAKERS	MACHINERY & EQUIPMENT - 2012	2012	0%	495,540	1.04	515,362	49%	252,527	252,527
0-2023-627	1310	5180032961900	CP22/23 PACKOUT STATION HYGIENE UPGRADE	MACHINERY & EQUIPMENT - 2012 - R	2012	50%	325,132	1.04	338,137	49%	82,844	82,844
0-2023-627	1310	5180032961910	CP22/23 DEPACKAGING SYSTEM	MACHINERY & EQUIPMENT - 2012	2012	0%	314,046	1.04	326,608	49%	160,038	160,038
0-2023-627	1310	5180032960870	NML FILTRATE PUMP 485PU31D INCLUDING MO	MACHINERY & EQUIPMENT - 2012	2012	0%	44,386	1.04	46,161	49%	22,619	22,619
0-2023-627	1310	5180032960880	NML FILTRATE PUMP 485PU31E INCLUDING MO	MACHINERY & EQUIPMENT - 2012	2012	0%	44,386	1.04	46,161	49%	22,619	22,619
0-2023-627	1310	5180032960890	0ML FILTRATE PUMP 485PU31D VFD	MACHINERY & EQUIPMENT - 2012	2012	0%	14,964	1.04	15,563	49%	7,626	7,626
0-2023-627	1310	5180032960900	NML FILTRATE PUMP 485PU31E VFD	MACHINERY & EQUIPMENT - 2012	2012	0%	14,447	1.04	15,025	49%	7,362	7,362
0-2023-627	1310	5180032960920	MASS FLOW SCREW FEEDER FOR 372-TA02B BI	MACHINERY & EQUIPMENT - 2012	2012	0%	252,436	1.04	262,533	49%	128,641	128,641
0-2023-627	1310	5180032961090	CRUDE CRYSTAL VAPORIZOR CAMERA MONITC	MACHINERY & EQUIPMENT - 2012	2012	0%	5,627	1.04	5,852	49%	2,868	2,868
0-2023-627	1310	5180032961100	CRUDE CRYSTAL VAPORIZOR CAMERA MONITC	MACHINERY & EQUIPMENT - 2012	2012	0%	5,627	1.04	5,852	49%	2,868	2,868
0-2023-627	1310	5180032961110	REFINED CRYSTAL VAPORIZOR CAMERA MONIT	MACHINERY & EQUIPMENT - 2012	2012	0%	5,627	1.04	5,852	49%	2,868	2,868
0-2023-627	1310	5180032961120	REFINED CRYSTAL VAPORIZOR CAMERA MONIT	MACHINERY & EQUIPMENT - 2012	2012	0%	5,627	1.04	5,852	49%	2,868	2,868
0-2023-627	1310	5180032961130	REFINED CRYSTAL VAPORIZOR CAMERA MONIT	MACHINERY & EQUIPMENT - 2012	2012	0%	5,627	1.04	5,852	49%	2,868	2,868
0-2023-627	1310	5180032961140	REFINED CRYSTAL VAPORIZOR CAMERA MONIT	MACHINERY & EQUIPMENT - 2012	2012	0%	5,627	1.04	5,852	49%	2,868	2,868
0-2023-627	1310	5180032961150	UGA CRYSTAL VAPORIZER CAMERA MONITOR F	MACHINERY & EQUIPMENT - 2012	2012	0%	5,627	1.04	5,852	49%	2,868	2,868
0-2023-627	1310	5180032961160	REFINED CRYSTALLIZER RECIRCULATION PUMF	MACHINERY & EQUIPMENT - 2012	2012	0%	39,374	1.04	40,949	49%	20,065	20,065
0-2023-627	1310	5180032961170	REFINED CRYSTALLIZER RECIRCULATION PUMF	MACHINERY & EQUIPMENT - 2012	2012	0%	39,551	1.04	41,133	49%	20,155	20,155
0-2023-627	1310	5180032961180	REFINED CRYSTALLIZER RECIRCULATION PUMF	MACHINERY & EQUIPMENT - 2012	2012	0%	38,874	1.04	40,429	49%	19,810	19,810
0-2023-627	1310	5180032961190	REFINED CRYSTALLIZER RECIRCULATION PUMF	MACHINERY & EQUIPMENT - 2012	2012	0%	38,874	1.04	40,429	49%	19,810	19,810
0-2023-627	1310	5180032961200	REFINED CRYSTALLIZER RECIRCULATION PUMF	MACHINERY & EQUIPMENT - 2012	2012	0%	39,465	1.04	41,044	49%	20,111	20,111
0-2023-627	1310	5180032961210	B - 405A HVAC SYSTEM INCLUDING AHU 405AHV	MACHINERY & EQUIPMENT - 2012	2012	0%	98,110	1.04	102,034	49%	49,997	49,997
0-2023-627	1310	5180032961220	B - 405A PRESSURIZATION SYSTEM INCLUDING	MACHINERY & EQUIPMENT - 2012	2012	0%	14,854	1.04	15,448	49%	7,570	7,570
0-2023-627	1310	5180032961230	B - 463A HVAC SYSTEM INCLUDING AHU & CONI	MACHINERY & EQUIPMENT - 2012	2012	0%	74,663	1.04	77,650	49%	38,048	38,048
0-2023-627	1310	5180032961240	MOTOR CONTROL CENTER 401MCCY INCLUDIN	MACHINERY & EQUIPMENT - 2012	2012	0%	45,130	1.04	46,935	49%	22,998	22,998
0-2023-627	1310	5180032961250	MOTOR CONTROL CENTER 405MCCH INCLUDIN	MACHINERY & EQUIPMENT - 2012	2012	0%	57,676	1.04	59,983	49%	29,392	29,392
0-2023-627	1310	5180032961260	MOTOR CONTROL CENTER 405MCCJ INCLUDIN(	MACHINERY & EQUIPMENT - 2012	2012	0%	62,178	1.04	64,665	49%	31,686	31,686
0-2023-627	1310	5180032961270	MOTOR CONTROL CENTER 461MCCU INCLUDIN	MACHINERY & EQUIPMENT - 2012	2012	0%	26,660	1.04	27,726	49%	13,586	13,586
0-2023-627	1310	5180032961280	MOTOR CONTROL CENTER 463MCCK INCLUDIN	MACHINERY & EQUIPMENT - 2012	2012	0%	49,992	1.04	51,992	49%	25,476	25,476
0-2023-627	1310	5180032961290	B - 405A/463A COMMUNICATION EQUIPMENT INC	MACHINERY & EQUIPMENT - 2012	2012	0%	105,179	1.04	109,386	49%	53,599	53,599
0-2023-627	1310	5180032961370	UGA CIRCULATION PUMP VFD	MACHINERY & EQUIPMENT - 2012	2012	0%	23,191	1.04	24,119	49%	11,818	11,818
0-2023-627	1310	5180032894931	463PU65C MODIFICATIONS MOTOR/VFD	MACHINERY & EQUIPMENT - 2012	2012	0%	45,100	1.04	46,904	49%	22,983	22,983
0-2023-627	1310	5180032894941	463PU65D MODIFICATIONS TO MOTOR(75HP) AN	MACHINERY & EQUIPMENT - 2012	2012	0%	27,000	1.04	28,080	49%	13,759	13,759
0-2023-627	1310	5180032894942	463PU65D MODIFICATIONS TO MOTOR(75HP) AN	MACHINERY & EQUIPMENT - 2013	2013	0%	8,415	1.04	8,752	58%	5,076	5,076
0-2023-627	1310	5180032961371	UGA CIRCULATION PUMP VFD	MACHINERY & EQUIPMENT - 2013	2013	0%	7,160	1.04	7,446	58%	4,319	4,319
0-2023-627	1310	5180032960461	EQUIPMENT FOUNDATIONS &SUPPORT STRUCT	MACHINERY & EQUIPMENT - 2013	2013	0%	67,923	1.04	70,640	58%	40,971	40,971
0-2023-627	1310	5180032960862	KA OXIDATION INTERLOCK DELTAV SIS SYSTEM	MACHINERY & EQUIPMENT - 2013	2013	0%	46,979	1.04	48,858	58%	28,338	28,338
0-2023-627	1310	5180032963290	SALT STRIKE SPARGERS	MACHINERY & EQUIPMENT - 2013	2013	0%	46,987	1.04	48,866	58%	28,343	28,343
0-2023-627	1310	5180032960091	MISCELLANEOUS INSTRUMENTS FOR 403B STIL	MACHINERY & EQUIPMENT - 2013	2013	0%	5,324	1.04	5,537	58%	3,211	3,211
0-2023-627	1310	5180032963000	CP21 EXTRUDER SYSTEM W/ SIDE STUFFERS; I	MACHINERY & EQUIPMENT - 2013	2013	0%	9,855,484	1.04	10,249,703	58%	5,944,828	5,944,828
0-2023-627	1310	5180032963150	MAX-4000XL COMPUTRAC MOISTURE ANALYZEI	MACHINERY & EQUIPMENT - 2013	2013	0%	11,459	1.04	11,917	58%	6,912	6,912
0-2023-627	1310	5180032963160	CANNON MINIPV-HX VN VISCOMETER INSTRUMI	MACHINERY & EQUIPMENT - 2013	2013	0%	69,926	1.04	72,723	58%	42,179	42,179
0-2023-627	1310	5180032963200	EQUIPMENT FOUNDATIONS FOR AREA 419 HYD	MACHINERY & EQUIPMENT - 2013	2013	0%	2,369,524	1.04	2,464,305	58%	1,429,297	1,429,297
0-2023-627	1310	5180032963210	ELECTRICAL EQUIPMENT FOR AREA 419 HYDRC	MACHINERY & EQUIPMENT - 2013	2013	0%	1,073,554	1.04	1,116,496	58%	647,568	647,568
0-2023-627	1310	5180032963220	MISC INSTRUMENTS & CONTROLS INCLUDING C	MACHINERY & EQUIPMENT - 2013	2013	0%	206,215	1.04	214,464	58%	124,389	124,389
0-2023-627	1310	5180032962330	ANTIFOAM PUMP	MACHINERY & EQUIPMENT - 2013	2013	0%	16,574	1.04	17,237	58%	9,997	9,997
0-2023-627	1310	5180032962340	BLDG 331 TRU VOC FLOW INDICATION SYSTEM	MACHINERY & EQUIPMENT - 2013	2013	0%	125,532	1.04	130,553	58%	75,721	75,721
0-2023-627	1310	5180032962670	CP16 SCREW SPEED INCREASE SYSTEM	MACHINERY & EQUIPMENT - 2013	2013	0%	75,308	1.04	78,320	58%	45,426	45,426

0-2023-627	1310	5180032962680	CP17 SCREW SPEED INCREASE SYSTEM	MACHINERY & EQUIPMENT - 2013	2013	0%	77,345	1.04	80,439	58%	46,655	46,655
0-2023-627	1310	5180032962690	ONLINE SPARE VFD FOR CP16 & CP17 SCREW S	MACHINERY & EQUIPMENT - 2013	2013	0%	24,973	1.04	25,972	58%	15,064	15,064
0-2023-627	1310	5180032962710	ANNUBAR FLOWMETER WITH TRANSMITTER	MACHINERY & EQUIPMENT - 2013	2013	0%	28,000	1.04	29,120	58%	16,890	16,890
0-2023-627	1310	5180032962720	AIR FILTRATION UNIT AND SILENCER FOR NITRI	MACHINERY & EQUIPMENT - 2013	2013	0%	420,013	1.04	436,814	58%	253,352	253,352
0-2023-627	1310	5180032962770	CP 16/17 REBOILER 535VE180AA	MACHINERY & EQUIPMENT - 2013	2013	0%	66,500	1.04	69,160	58%	40,113	40,113
0-2023-627	1310	5180032962780	CP 16/17 EAST PENN SEPARATOR 2-113	MACHINERY & EQUIPMENT - 2013	2013	0%	40,853	1.04	42,487	58%	24,643	24,643
0-2023-627	1310	5180032962790	CP 16/17 WEST PENN SEPARATOR 2-114	MACHINERY & EQUIPMENT - 2013	2013	0%	41,217	1.04	42,866	58%	24,862	24,862
0-2023-627	1310	5180032962800	PLATFORM TO SUPPORT NEW AIR INLET FILTR/	MACHINERY & EQUIPMENT - 2013	2013	0%	88,388	1.04	91,924	58%	53,316	53,316
0-2023-627	1310	5180032962840	1500 GPM WELL HEAD; SCREENS AND CASING	MACHINERY & EQUIPMENT - 2013	2013	0%	292,341	1.04	304,035	58%	176,340	176,340
0-2023-627	1310	5180032962860	ELECTRICAL SYSTEM	MACHINERY & EQUIPMENT - 2013	2013	0%	39,853	1.04	41,447	58%	24,039	24,039
0-2023-627	1310	5180032962870	CONCRETE BASE; SUPPORTS AND SITE WORK	MACHINERY & EQUIPMENT - 2013	2013	0%	30,733	1.04	31,962	58%	18,538	18,538
0-2023-627	1310	5180032962890	INLET AIR DUCTING FROM SILENCER TO AIR CC	MACHINERY & EQUIPMENT - 2013	2013	0%	130,337	1.04	135,550	58%	78,619	78,619
0-2023-627	1310	5180032962900	"YP1A STATIONARY 15KV SW (FDR B14 & FDR 1(	MACHINERY & EQUIPMENT - 2013	2013	0%	154,484	1.04	160,663	58%	93,185	93,185
0-2023-627	1310	5180032962910	"YP1B STATIONARY 15KV SW (FDR B14 & FDR 1(	MACHINERY & EQUIPMENT - 2013	2013	0%	154,484	1.04	160,663	58%	93,185	93,185
0-2023-627	1310	5180032962920	"YP1C STATIONARY 15KV SW (FDR B14 & FDR 1(	MACHINERY & EQUIPMENT - 2013	2013	0%	154,484	1.04	160,663	58%	93,185	93,185
0-2023-627	1310	5180032962930	"SCADA SYSTEM (HV SWITCH MONITORING ANI	MACHINERY & EQUIPMENT - 2013	2013	0%	35,152	1.04	36,558	58%	21,204	21,204
0-2023-627	1310	5180032963890	428FI33 SALT OIL FILTER; PIPING AND ACCESS F	MACHINERY & EQUIPMENT - 2014	2014	0%	80,937	1.02	82,556	67%	55,312	55,312
0-2023-627	1310	5180032963920	CONVEY AIR SYSTEM; SUCTION AIR FILTERS FC	MACHINERY & EQUIPMENT - 2014	2014	0%	49,008	1.02	49,988	67%	33,492	33,492
0-2023-627	1310	5180032964190	CP28 AND CP29 NA 22 MASS FLOW METER	MACHINERY & EQUIPMENT - 2014	2014	0%	7,903	1.02	8,061	67%	5,401	5,401
0-2023-627	1310	5180032964200	HOLOFLITE REPLACEMENT SCREW FOR CP1/2	MACHINERY & EQUIPMENT - 2014 - R	2014	50%	203,837	1.02	207,914	67%	69,651	69,651
0-2023-627	1310	5180032964210	HOLOFLITE REPLACEMENT SCREWS FOR CP1/2	MACHINERY & EQUIPMENT - 2014 - R	2014	50%	203,837	1.02	207,914	67%	69,651	69,651
0-2023-627	1310	5180032964220	FALLING FILM REBOILER 463VE75 - FABRICATEI	MACHINERY & EQUIPMENT - 2014	2014	0%	733,286	1.02	747,952	67%	501,128	501,128
0-2023-627	1310	5180032964230	THOMAS MULLER MASS FLOW SCREW & SPARE	MACHINERY & EQUIPMENT - 2014	2014	0%	52,030	1.02	53,071	67%	35,557	35,557
0-2023-627	1310	5180032964240	KASON SCALPER	MACHINERY & EQUIPMENT - 2014	2014	0%	21,096	1.02	21,518	67%	14,417	14,417
0-2023-627	1310	5180032964250	373 TA35 MAS FLOW BIN BOTTOM	MACHINERY & EQUIPMENT - 2014	2014	0%	194,585	1.02	198,477	67%	132,979	132,979
0-2023-627	1310	5180032964260	MARTIN CONVEYOR	MACHINERY & EQUIPMENT - 2014	2014	0%	14,937	1.02	15,236	67%	10,208	10,208
0-2023-627	1310	5180032964280	MATERIAL HANDLING ELECTRICAL	MACHINERY & EQUIPMENT - 2014	2014	0%	8,506	1.02	8,676	67%	5,813	5,813
0-2023-627	1310	5180032964290	VIBRA JETS	MACHINERY & EQUIPMENT - 2014	2014	0%	10,800	1.02	11,016	67%	7,381	7,381
0-2023-627	1310	5180032964400	8-5/8" OD - 32LB/FT API-J55 CS WELL CASING; D(	MACHINERY & EQUIPMENT - 2014	2014	0%	147,048	1.02	149,989	67%	100,493	100,493
0-2023-627	1310	5180032964410	8-5/8" OD - SCHEDULE 80 A312/304 SS WELL CA	MACHINERY & EQUIPMENT - 2014	2014	0%	18,429	1.02	18,798	67%	12,594	12,594
0-2023-627	1310	5180032964420	5.563" OD STAINLESS - SCHEDULE 40; 0.375 WAI	MACHINERY & EQUIPMENT - 2014	2014	0%	336,301	1.02	343,027	67%	229,828	229,828
0-2023-627	1310	5180032964430	DELTA-P RETRIEVABLE PACKER DESIGNED IN T	MACHINERY & EQUIPMENT - 2014	2014	0%	88,705	1.02	90,479	67%	60,621	60,621
0-2023-627	1310	5180032964440	CASING ACCESSORIES - BRIDGE PLUG DESIGNI	MACHINERY & EQUIPMENT - 2014	2014	0%	66,593	1.02	67,925	67%	45,510	45,510
0-2023-627	1310	5180032964460	KOH ADDITIVE SYSTEM FOR HEAF. WITH INST.	MACHINERY & EQUIPMENT - 2014	2014	0%	75,109	1.02	76,611	67%	51,329	51,329
0-2023-627	1310	5180032964470	HEAF FILTER PLATFORM WITH LIGHTING	MACHINERY & EQUIPMENT - 2014	2014	0%	81,493	1.02	83,123	67%	55,692	55,692
0-2023-627	1310	5180032964480	DONALDSON PLATFORM WITH LIGHTING	MACHINERY & EQUIPMENT - 2014	2014	0%	19,609	1.02	20,001	67%	13,401	13,401
0-2023-627	1310	5180032964490	BERSTORFF 25MM TWIN SCREW EXTRUDER	MACHINERY & EQUIPMENT - 2014	2014	0%	40,993	1.02	41,813	67%	28,015	28,015
0-2023-627	1310	5180032964500	BLUE M OVEN	MACHINERY & EQUIPMENT - 2014	2014	0%	48,351	1.02	49,318	67%	33,043	33,043
0-2023-627	1310	5180032964510	GLOW WIRE TEST UNIT	MACHINERY & EQUIPMENT - 2014	2014	0%	23,655	1.02	24,128	67%	16,166	16,166
0-2023-627	1310	5180032964520	INSTRON VIDEO EXTENSOMETER	MACHINERY & EQUIPMENT - 2014	2014	0%	42,883	1.02	43,741	67%	29,306	29,306
0-2023-627	1310	5180032964170	CP18 EAST REACTOR FEED PUMP VFD	MACHINERY & EQUIPMENT - 2014	2014	0%	5,100	1.02	5,202	67%	3,485	3,485
0-2023-627	1310	5180032963960	HMD RECOVERY COLUMN 539CO007 ; INTERNAI	MACHINERY & EQUIPMENT - 2014	2014	0%	1,829,821	1.02	1,866,417	67%	1,250,500	1,250,500
0-2023-627	1310	5180030191761	438CM40 (C7 COMPRESSOR) UPGRADES TO H2	MACHINERY & EQUIPMENT - 2014	2014	0%	154,778	1.02	157,874	67%	105,775	105,775
0-2023-627	1310	5180032958921	438CM41 (C6 COMPRESSOR) UPGRADES TO H2	MACHINERY & EQUIPMENT - 2014	2014	0%	154,779	1.02	157,875	67%	105,776	105,776
0-2023-627	1310	5180032963001	CP21 EXTRUDER SYSTEM W/ SIDE STUFFERS; I	MACHINERY & EQUIPMENT - 2014	2014	0%	430,580	1.02	439,192	67%	294,258	294,258
0-2023-627	1310	5180032963560	HIGH PRESSURE WEAK ACID CONDENSER	MACHINERY & EQUIPMENT - 2014	2014	0%	860,438	1.02	877,647	67%	588,023	588,023
0-2023-627	1310	5180032963670	STEAM SUPERHEATER REPLACEMENT	MACHINERY & EQUIPMENT - 2014 - R	2014	50%	256,392	1.02	261,520	67%	87,609	87,609
0-2023-627	1310	5180032963770	CP 26 EVAPORATOR SALT METER	MACHINERY & EQUIPMENT - 2014	2014	0%	14,789	1.02	15,085	67%	10,107	10,107
0-2023-627	1310	5180032963780	CP 27 EVAPORATOR SALT METER	MACHINERY & EQUIPMENT - 2014	2014	0%	14,789	1.02	15,085	67%	10,107	10,107
0-2023-627	1310	5180032963790	CP 16 & 17 EVAPORATOR SALT METER	MACHINERY & EQUIPMENT - 2014	2014	0%	19,916	1.02	20,314	67%	13,611	13,611
0-2023-627	1310	5180032963800	CP 28 & 29 CP EVAPORATOR SALT METER	MACHINERY & EQUIPMENT - 2014	2014	0%	19,916	1.02	20,314	67%	13,611	13,611
0-2023-627	1310	5180032963830	THERMAFLITE DRIVE AND IDLER SCREWS	MACHINERY & EQUIPMENT - 2014	2014	0%	491,771	1.02	501,606	67%	336,076	336,076
0-2023-627	1310	5180032964620	PURCHASE AND INSTALL MOLLERS SPLIT AIR D	MACHINERY & EQUIPMENT - 2015	2015	0%	97,231	1.02	99,176	76%	75,373	75,373
0-2023-627	1310	5180032965290	GENERATOR #2 OIL DEMISTER SYSTEM	MACHINERY & EQUIPMENT - 2015	2015	0%	68,739	1.02	70,114	76%	53,286	53,286
0-2023-627	1310	5180032965450	PUMP-OUT SYSTEM; CP28/29 INCLUDING HVAC;	MACHINERY & EQUIPMENT - 2015	2015	0%	120,276	1.02	122,682	76%	93,238	93,238
0-2023-627	1310	5180032965460	VENT HOPPER SYSTEM; GB7 ROTARY VALVE	MACHINERY & EQUIPMENT - 2015	2015	0%	20,690	1.02	21,104	76%	16,039	16,039
0-2023-627	1310	5180032965490	TA Q20 AUTO DSC DIFFERENTIAL SCANNING CA	MACHINERY & EQUIPMENT - 2015	2015	0%	38,250	1.02	39,015	76%	29,651	29,651
0-2023-627	1310	5180032965500	DISCOVERY REFRIGERATED COOLING SYSTEM	MACHINERY & EQUIPMENT - 2015	2015	0%	12,098	1.02	12,340	76%	9,378	9,378
0-2023-627	1310	5180032965510	Tzero« Press and Die Sets Kit; TAQ20	MACHINERY & EQUIPMENT - 2015	2015	0%	4,850	1.02	4,947	76%	3,760	3,760
0-2023-627	1310	5180032965520	AUTOMATED PELLET INSPECTION SYSTEM	MACHINERY & EQUIPMENT - 2015	2015	0%	87,666	1.02	89,419	76%	67,959	67,959
0-2023-627	1310	5180032965560	COULOMETRIC MOISTURE TITRATOR	MACHINERY & EQUIPMENT - 2015	2015	0%	21,081	1.02	21,503	76%	16,342	16,342
0-2023-627	1310	5180032965570	COULOMETRIC MOISTURE TITRATOR	MACHINERY & EQUIPMENT - 2015	2015	0%	21,081	1.02	21,503	76%	16,342	16,342
0-2023-627	1310	5180032965580	COULOMETRIC MOISTURE TITRATOR	MACHINERY & EQUIPMENT - 2015	2015	0%	19,942	1.02	20,341	76%	15,459	15,459
0-2023-627	1310	5180032965590	NEW 465PU27C PUMP VFD	MACHINERY & EQUIPMENT - 2015	2015	0%	23,351	1.02	23,818	76%	18,102	18,102
0-2023-627	1310	5180032965600	NEW 465 27 PUMPS XV VALVE "A" SYSTEM	MACHINERY & EQUIPMENT - 2015	2015	0%	20,000	1.02	20,400	76%	15,504	15,504
0-2023-627	1310	5180032965610	NEW 465 27 PUMPS XV VALVE "B" SYSTEM	MACHINERY & EQUIPMENT - 2015	2015	0%	20,000	1.02	20,400	76%	15,504	15,504
0-2023-627	1310	5180032965620	NEW 465PU27A PUMP VFD	MACHINERY & EQUIPMENT - 2015	2015	0%	21,140	1.02	21,563	76%	16,388	16,388
0-2023-627	1310	5180032965630	NEW 465PU27B PUMP VFD	MACHINERY & EQUIPMENT - 2015	2015	0%	19,876	1.02	20,274	76%	15,408	15,408
0-2023-627	1310	5180032965680	NITRIC ACID GAUZE BASKET	MACHINERY & EQUIPMENT - 2015	2015	0%	310,949	1.02	317,168	76%	241,048	241,048
0-2023-627	1310	5180032965710	METROHM MODEL 888 TITRATOR	MACHINERY & EQUIPMENT - 2015	2015	0%	20,798	1.02	21,214	76%	16,123	16,123
0-2023-627	1310	5180032965720	METROHM MODEL 888 TITRATOR	MACHINERY & EQUIPMENT - 2015	2015	0%	21,797	1.02	22,233	76%	16,897	16,897
0-2023-627	1310	5180032965730	NEW 405A CRUDE CENTRIFUGE BASKET STEAM	MACHINERY & EQUIPMENT - 2015	2015	0%	6,143	1.02	6,266	76%	4,762	4,762
0-2023-627	1310	5180032965740	NEW 405B CRUDE CENTRIFUGE BASKET STEAM	MACHINERY & EQUIPMENT - 2015	2015	0%	6,131	1.02	6,254	76%	4,753	4,753
0-2023-627	1310	5180032965750	NEW 465A CRUDE CENTRIFUGE BASKET STEAM	MACHINERY & EQUIPMENT - 2015	2015	0%	6,131	1.02	6,254	76%	4,753	4,753
0-2023-627	1310	5180032965760	NEW 465B CRUDE CENTRIFUGE BASKET STEAM	MACHINERY & EQUIPMENT - 2015	2015	0%	6,131	1.02	6,254	76%	4,753	4,753
0-2023-627	1310	5180032965770	NEW 485A CRUDE CENTRIFUGE BASKET STEAM	MACHINERY & EQUIPMENT - 2015	2015	0%	6,131	1.02	6,254	76%	4,753	4,753
0-2023-627	1310	5180032965780	NEW 485C CRUDE CENTRIFUGE BASKET STEAM	MACHINERY & EQUIPMENT - 2015	2015	0%	6,131	1.02	6,254	76%	4,753	4,753
0-2023-627	1310	5180032965790	NEW 485B CRUDE CENTRIFUGE BASKET STEAM	MACHINERY & EQUIPMENT - 2015	2015	0%	6,131	1.02	6,254	76%	4,753	4,753
0-2023-627	1310	5180032965820	LEVEL TMITTER CP16 FINISHER INLET VEGA NU	MACHINERY & EQUIPMENT - 2015	2015	0%	58,393	1.02	59,561	76%	45,266	45,266
0-2023-627	1310	5180032965830	LEVEL TMITTER CP17 FINISHER INLET VEGA NU	MACHINERY & EQUIPMENT - 2015	2015	0%	58,393	1.02	59,561	76%	45,266	45,266
0-2023-627	1310	5180032965840	SCREENER; APEX; VYDYNE PENTHOUSE 509	MACHINERY & EQUIPMENT - 2015	2015	0%	214,502	1.02	218,792	76%	166,282	166,282

0-2023-627	1310	5180032965850	NEW AREA 509; 5" CONVEY LINE TO PELLET SOI	MACHINERY & EQUIPMENT - 2015	2015	0%	21,844	1.02	22,281	76%	16,933	16,933
0-2023-627	1310	5180032965860	BML/BRF TOTAL CARBON ANALYZER (BRF SIDE)	MACHINERY & EQUIPMENT - 2015	2015	0%	53,795	1.02	54,871	76%	41,702	41,702
0-2023-627	1310	5180032965870	BRF STREAM -1	MACHINERY & EQUIPMENT - 2015	2015	0%	8,802	1.02	8,978	76%	6,823	6,823
0-2023-627	1310	5180032965880	BML/BRF PURGE/ANALYZER ALARM	MACHINERY & EQUIPMENT - 2015	2015	0%	8,802	1.02	8,978	76%	6,823	6,823
0-2023-627	1310	5180032965890	BML/BRF TOTAL CARBON ANALYZER (BML SIDE)	MACHINERY & EQUIPMENT - 2015	2015	0%	53,825	1.02	54,902	76%	41,725	41,725
0-2023-627	1310	5180032965900	BML STREAM-2A & 2B	MACHINERY & EQUIPMENT - 2015	2015	0%	8,623	1.02	8,795	76%	6,685	6,685
0-2023-627	1310	5180032965910	PROVOX CP-121 @ 5-16-04-14; BML 2B	MACHINERY & EQUIPMENT - 2015	2015	0%	6,620	1.02	6,752	76%	5,132	5,132
0-2023-627	1310	5180032965930	NEW 440 AMMONIA STORAGE 3.6KVA UPS 440-L	MACHINERY & EQUIPMENT - 2015	2015	0%	49,625	1.02	50,618	76%	38,469	38,469
0-2023-627	1310	5180032965940	NEW 428HE2 E SALT HEATER	MACHINERY & EQUIPMENT - 2015	2015	0%	73,825	1.02	75,302	76%	57,229	57,229
0-2023-627	1310	5180032965950	NEW 537SE185 CYCLOE SEPARATOR	MACHINERY & EQUIPMENT - 2015	2015	0%	64,590	1.02	65,882	76%	50,070	50,070
0-2023-627	1310	5180032965960	A DBA EVAPORATOR; TITANIUM MOC	MACHINERY & EQUIPMENT - 2015	2015	0%	155,395	1.02	158,503	76%	120,462	120,462
0-2023-627	1310	5180032965970	A DBA SEPARATOR; TITANIUM MOC	MACHINERY & EQUIPMENT - 2015	2015	0%	154,185	1.02	157,269	76%	119,524	119,524
0-2023-627	1310	5180032965310	528 NE BOXING & SUPER SACK LOADING MAGN	MACHINERY & EQUIPMENT - 2015	2015	0%	28,818	1.02	29,394	76%	22,340	22,340
0-2023-627	1310	5180032965330	VISCOTEK 270 DUEL DETECTOR	MACHINERY & EQUIPMENT - 2015	2015	0%	23,326	1.02	23,793	76%	18,082	18,082
0-2023-627	1310	5180032965340	VISCOTEK 3580 RI DETECTOR	MACHINERY & EQUIPMENT - 2015	2015	0%	7,064	1.02	7,205	76%	5,476	5,476
0-2023-627	1310	5180032965350	NITROGEN FLOW CONTROL VALVE 428FV110	MACHINERY & EQUIPMENT - 2015	2015	0%	18,131	1.02	18,494	76%	14,055	14,055
0-2023-627	1310	5180032965360	NITROGEN FLOW METER ELEMENT 428FE110	MACHINERY & EQUIPMENT - 2015	2015	0%	6,203	1.02	6,327	76%	4,809	4,809
0-2023-627	1310	5180032965370	NITROGEN FLOW METER TRANSMITTER 428FT1	MACHINERY & EQUIPMENT - 2015	2015	0%	6,203	1.02	6,327	76%	4,809	4,809
0-2023-627	1310	5180032965380	OXYGEN ANALYZER 428AT801	MACHINERY & EQUIPMENT - 2015	2015	0%	4,625	1.02	4,718	76%	3,585	3,585
0-2023-627	1310	5180032965390	OXYGEN ANALYZER 428AT793	MACHINERY & EQUIPMENT - 2015	2015	0%	4,625	1.02	4,718	76%	3,585	3,585
0-2023-627	1310	5180032965400	OXYGEN ANALYZER 428AT837	MACHINERY & EQUIPMENT - 2015	2015	0%	4,625	1.02	4,718	76%	3,585	3,585
0-2023-627	1310	5180032965410	OXYGEN ANALYZER 428AT838	MACHINERY & EQUIPMENT - 2015	2015	0%	4,625	1.02	4,718	76%	3,585	3,585
0-2023-627	1310	5180032966000	NEW 537DR77 VYDYNE DRYER	MACHINERY & EQUIPMENT - 2015	2015	0%	79,970	1.02	81,569	76%	61,993	61,993
0-2023-627	1310	5180032966010	NEW 537MH77 CP1 AND CP2 STRAND TRAY	MACHINERY & EQUIPMENT - 2015	2015	0%	115,943	1.02	118,262	76%	89,879	89,879
0-2023-627	1310	5180032966020	NEW 537PL77 CP1 AND CP2 PELLETIZER	MACHINERY & EQUIPMENT - 2015	2015	0%	79,836	1.02	81,433	76%	61,889	61,889
0-2023-627	1310	5180032966030	NEW 537FT11805 CP1 AND CP2 SPRAY BAR WA	MACHINERY & EQUIPMENT - 2015	2015	0%	13,360	1.02	13,627	76%	10,357	10,357
0-2023-627	1310	51800329646510	FIELD CONTROLLS	MACHINERY & EQUIPMENT - 2015	2015	0%	119,632	1.02	122,025	76%	92,739	92,739
0-2023-627	1310	5180032939231	VENT HOPPER BOTTOM OF DRYER AND ON TOI	MACHINERY & EQUIPMENT - 2015 - R	2015	50%	19,075	1.02	19,457	76%	7,393	7,393
0-2023-627	1310	5180032541941	LETDOWN CONTROL VALVE FOR VAP2	MACHINERY & EQUIPMENT - 2015	2015	0%	40,830	1.02	41,647	76%	31,651	31,651
0-2023-627	1310	5180032541961	LETDOWN CONTROL VALVE FOR VAP3	MACHINERY & EQUIPMENT - 2015	2015	0%	40,830	1.02	41,647	76%	31,651	31,651
0-2023-627	1310	5180032542031	LETDOWN CONTROL VALVE FOR VAP5	MACHINERY & EQUIPMENT - 2015	2015	0%	40,830	1.02	41,647	76%	31,651	31,651
0-2023-627	1310	5180032542061	LETDOWN CONTROL VALVE FOR VAP4	MACHINERY & EQUIPMENT - 2015	2015	0%	40,830	1.02	41,647	76%	31,651	31,651
0-2023-627	1310	5180032964251	373 TA35 MAS FLOW BIN BOTTOM	MACHINERY & EQUIPMENT - 2015	2015	0%	99,415	1.02	101,403	76%	77,067	77,067
0-2023-627	1310	5180032964281	MATERIAL HANDLING ELECTRICAL	MACHINERY & EQUIPMENT - 2015	2015	0%	313,964	1.02	320,243	76%	243,385	243,385
0-2023-627	1310	5180032964720	STEEL; TIE OFF BEAM WITH TROLLEY (PTF2030)	MACHINERY & EQUIPMENT - 2015	2015	0%	18,431	1.02	18,800	76%	14,288	14,288
0-2023-627	1310	5180032964740	FRYER; ELECTRIC; 42" W. TWIN BASKETS WITH	MACHINERY & EQUIPMENT - 2015	2015	0%	23,981	1.02	24,461	76%	18,590	18,590
0-2023-627	1310	5180032964800	NITROGEN FLOW METER ELEMENT 405FE300	MACHINERY & EQUIPMENT - 2015	2015	0%	12,323	1.02	12,569	76%	9,553	9,553
0-2023-627	1310	5180032964810	NITROGEN FLOW METER TRANSMITTER 405FT3	MACHINERY & EQUIPMENT - 2015	2015	0%	6,120	1.02	6,242	76%	4,744	4,744
0-2023-627	1310	5180032964820	NITROGEN FLOW CONTROL VALVE 405FV300	MACHINERY & EQUIPMENT - 2015	2015	0%	17,890	1.02	18,248	76%	13,868	13,868
0-2023-627	1310	5180032964830	NITROGEN FLOW METER ELEMENT 428FE220	MACHINERY & EQUIPMENT - 2015	2015	0%	6,120	1.02	6,242	76%	4,744	4,744
0-2023-627	1310	5180032964840	NITROGEN FLOW METER TRANSMITTER 428FT2	MACHINERY & EQUIPMENT - 2015	2015	0%	6,120	1.02	6,242	76%	4,744	4,744
0-2023-627	1310	5180032964850	NITROGEN FLOW CONTROL VALVE 428FV220	MACHINERY & EQUIPMENT - 2015	2015	0%	17,890	1.02	18,248	76%	13,868	13,868
0-2023-627	1310	5180032964860	NITROGEN FLOW METER ELEMENT 428FE200	MACHINERY & EQUIPMENT - 2015	2015	0%	6,120	1.02	6,242	76%	4,744	4,744
0-2023-627	1310	5180032964870	NITROGEN FLOW METER TRANSMITTER 428FT2	MACHINERY & EQUIPMENT - 2015	2015	0%	6,120	1.02	6,242	76%	4,744	4,744
0-2023-627	1310	5180032964880	NITROGEN FLOW CONTROL VALVE 428FV200	MACHINERY & EQUIPMENT - 2015	2015	0%	17,890	1.02	18,248	76%	13,868	13,868
0-2023-627	1310	5180032964890	NITROGEN FLOW METER ELEMENT 428FE100	MACHINERY & EQUIPMENT - 2015	2015	0%	6,120	1.02	6,242	76%	4,744	4,744
0-2023-627	1310	5180032964900	NITROGEN FLOW METER TRANSMITTER 428FT1	MACHINERY & EQUIPMENT - 2015	2015	0%	6,120	1.02	6,242	76%	4,744	4,744
0-2023-627	1310	5180032964910	NITROGEN FLOW CONTROL VALVE 428FV100	MACHINERY & EQUIPMENT - 2015	2015	0%	22,551	1.02	23,002	76%	17,482	17,482
0-2023-627	1310	5180032964920	"GRAVITY BLENDER V8 LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	8,981	1.02	9,161	76%	6,962	6,962
0-2023-627	1310	5180032964930	GRAVITY BLENDER V9 LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	6,953	1.02	7,092	76%	5,390	5,390
0-2023-627	1310	5180032964940	DSS SILO LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	6,953	1.02	7,092	76%	5,390	5,390
0-2023-627	1310	5180032964950	NYLON STORAGE SILO LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	6,953	1.02	7,092	76%	5,390	5,390
0-2023-627	1310	5180032964980	GRAVITY BLENDER V3 LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	6,953	1.02	7,092	76%	5,390	5,390
0-2023-627	1310	5180032964990	GRAVITY BLENDER V4 LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	6,953	1.02	7,092	76%	5,390	5,390
0-2023-627	1310	5180032965000	GRAVITY BLENDER V5 LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	6,953	1.02	7,092	76%	5,390	5,390
0-2023-627	1310	5180032965010	GRAVITY BLENDER V6 LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	7,448	1.02	7,597	76%	5,774	5,774
0-2023-627	1310	5180032965020	GRAVITY BLENDER V7 LEVEL INDICATION	MACHINERY & EQUIPMENT - 2015	2015	0%	6,953	1.02	7,092	76%	5,390	5,390
0-2023-627	1310	5180032965240	XV VALVE; INSTRUMENTS; PV&F FOR 531TA106	MACHINERY & EQUIPMENT - 2015	2015	0%	48,486	1.02	49,456	76%	37,586	37,586
0-2023-627	1310	5180032965260	LEVEL TMITTER; INSTRUMENTS; PV&F FOR 5311	MACHINERY & EQUIPMENT - 2015	2015	0%	47,825	1.02	48,782	76%	37,074	37,074
0-2023-627	1310	5180032964653	NETWORK SWITCH CABINET CP122	MACHINERY & EQUIPMENT - 2015	2015	0%	15,058	1.02	15,359	76%	11,673	11,673
0-2023-627	1310	5180032964654	NETWORK SWITCH CABINET CP124	MACHINERY & EQUIPMENT - 2015	2015	0%	15,058	1.02	15,359	76%	11,673	11,673
0-2023-627	1310	5180032964655	CONTROLLER CABINET CP123	MACHINERY & EQUIPMENT - 2015	2015	0%	47,526	1.02	48,477	76%	36,842	36,842
0-2023-627	1310	5180032964656	REMOTE I/O CABINET UTLCC01	MACHINERY & EQUIPMENT - 2015	2015	0%	21,973	1.02	22,412	76%	17,033	17,033
0-2023-627	1310	5180032964657	CONTROLLER CABINET CP121	MACHINERY & EQUIPMENT - 2015	2015	0%	47,526	1.02	48,477	76%	36,842	36,842
0-2023-627	1310	5180032964658	REMOTE I/O CABINET UTLCC02	MACHINERY & EQUIPMENT - 2015	2015	0%	21,973	1.02	22,412	76%	17,033	17,033
0-2023-627	1310	5180032964659	REMOTE I/O CABINET UTLCC03	MACHINERY & EQUIPMENT - 2015	2015	0%	21,973	1.02	22,412	76%	17,033	17,033
0-2023-627	1310	5180032964690	HARDWARE AND SOFTWARE FOR NH3 SENSOR	MACHINERY & EQUIPMENT - 2015	2015	0%	34,228	1.02	34,913	76%	26,534	26,534
0-2023-627	1310	5180032964700	HARDWARE AND SOFTWARE FOR NH3 SENSOR	MACHINERY & EQUIPMENT - 2015	2015	0%	34,054	1.02	34,735	76%	26,399	26,399
0-2023-627	1310	5180032968110	ABB ADVANCE OPTIMA CONTINUOUS GAS ANAL	MACHINERY & EQUIPMENT - 2016	2016	0%	23,126	1.03	23,820	84%	20,009	20,009
0-2023-627	1310	5180032966890	METROHM MODEL 888 TITRATOR	MACHINERY & EQUIPMENT - 2016	2016	0%	14,686	1.03	15,127	84%	12,706	12,706
0-2023-627	1310	5180032966900	METROHM MODEL 888 TITRATOR	MACHINERY & EQUIPMENT - 2016	2016	0%	14,676	1.03	15,116	84%	12,698	12,698
0-2023-627	1310	5180032966910	METROHM MODEL 888 TITRATOR	MACHINERY & EQUIPMENT - 2016	2016	0%	14,888	1.03	15,335	84%	12,881	12,881
0-2023-627	1310	5180032966810	EDDY CURRENT CRAWLER - ARRAY PROBE ANI	MACHINERY & EQUIPMENT - 2016	2016	0%	65,262	1.03	67,220	84%	56,465	56,465
0-2023-627	1310	5180032966820	HOLOFLITE SCREW FOR CP1/2 (SERF BUILT)	MACHINERY & EQUIPMENT - 2016	2016	0%	168,820	1.03	173,885	84%	146,063	146,063
0-2023-627	1310	5180032966830	HOLOFLITE SCREW FOR CP1/2 (SERF BUILT)	MACHINERY & EQUIPMENT - 2016	2016	0%	168,821	1.03	173,886	84%	146,064	146,064
0-2023-627	1310	5180032966840	SM14 G NYLON EXTRUDER DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	13,600	1.03	14,008	84%	11,767	11,767
0-2023-627	1310	5180032966850	SM14 G CARBON EXTRUDER DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	13,600	1.03	14,008	84%	11,767	11,767
0-2023-627	1310	5180032966870	GAS CHROMATOGRAPH AND AUTO SAMPLER	MACHINERY & EQUIPMENT - 2016	2016	0%	29,072	1.03	29,944	84%	25,153	25,153
0-2023-627	1310	5180032966880	GAS CHROMATOGRAPH AND AUTO SAMPLER	MACHINERY & EQUIPMENT - 2016	2016	0%	29,362	1.03	30,243	84%	25,404	25,404
0-2023-627	1310	5180032966940	COMPRESSOR AND TURBINE ROTORS	MACHINERY & EQUIPMENT - 2016	2016	0%	1,762,975	1.03	1,815,864	84%	1,525,326	1,525,326
0-2023-627	1310	5180032966980	60MICRON PLEATED FILTER ELEMENTS (SAP#1(	MACHINERY & EQUIPMENT - 2016	2016	0%	82,407	1.03	84,879	84%	71,299	71,299

0-2023-627	1310	5180032967080	CONVECTION SECTION 438HE33;34;35;36A&B	MACHINERY & EQUIPMENT - 2016	2016	0%	1,518,562	1.03	1,564,119	84%	1,313,860	1,313,860
0-2023-627	1310	5180032967090	TURBINE GAS HEATER TUBE BUNDLE	MACHINERY & EQUIPMENT - 2016	2016	0%	953,205	1.03	981,801	84%	824,713	824,713
0-2023-627	1310	5180032967100	STACK TESTING PLATFORM FOR BOILER # 4	MACHINERY & EQUIPMENT - 2016	2016	0%	110,000	1.03	113,300	84%	95,172	95,172
0-2023-627	1310	5180032967110	BOILER 4 TEST PORTS AND MACT INSTRUMENT	MACHINERY & EQUIPMENT - 2016	2016	0%	77,888	1.03	80,225	84%	67,389	67,389
0-2023-627	1310	5180032967120	HMD BLDG 416 BLEND COOLER REPLACEMENT	MACHINERY & EQUIPMENT - 2016 - R	2016	50%	187,934	1.03	193,572	84%	81,300	81,300
0-2023-627	1310	5180032967130	COOLING TOWER SCREEN	MACHINERY & EQUIPMENT - 2016	2016	0%	292,929	1.03	301,717	84%	253,442	253,442
0-2023-627	1310	5180032967180	CP19B EAST TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	18,699	1.03	19,260	84%	16,178	16,178
0-2023-627	1310	5180032967190	CP19C EAST TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	18,699	1.03	19,260	84%	16,178	16,178
0-2023-627	1310	5180032967200	CP19B WEST TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	18,699	1.03	19,260	84%	16,178	16,178
0-2023-627	1310	5180032967210	CP19 SPARE TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	18,699	1.03	19,260	84%	16,178	16,178
0-2023-627	1310	5180032967220	CP21D EAST TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	17,758	1.03	18,291	84%	15,364	15,364
0-2023-627	1310	5180032967230	CP21D WEST TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	17,758	1.03	18,291	84%	15,364	15,364
0-2023-627	1310	5180032967240	CP21F EAST TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	17,758	1.03	18,291	84%	15,364	15,364
0-2023-627	1310	5180032967250	CP21F WEST TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	17,758	1.03	18,291	84%	15,364	15,364
0-2023-627	1310	5180032967260	CP21 SPARE TRANSFER LINE PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	17,758	1.03	18,291	84%	15,364	15,364
0-2023-627	1310	5180032967270	SM14 C NYLON EXTRUDER DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	13,600	1.03	14,008	84%	11,767	11,767
0-2023-627	1310	5180032967280	SM14 C CARBON EXTRUDER DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	13,600	1.03	14,008	84%	11,767	11,767
0-2023-627	1310	5180032967290	SM14 D NYLON EXTRUDER DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	13,600	1.03	14,008	84%	11,767	11,767
0-2023-627	1310	5180032967300	SM14 D CARBON EXTRUDER DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	13,600	1.03	14,008	84%	11,767	11,767
0-2023-627	1310	5180032967570	ELECTRICAL POWER CABLES FROM IP-2 TO 4TH	MACHINERY & EQUIPMENT - 2016	2016	0%	16,258	1.03	16,746	84%	14,066	14,066
0-2023-627	1310	5180032967600	SCALABLE ADVANCED MEASUREMENT TRANSM	MACHINERY & EQUIPMENT - 2016	2016	0%	12,900	1.03	13,287	84%	11,161	11,161
0-2023-627	1310	5180032967630	CEAST 9050 PENDULUM IMPACT TESTER	MACHINERY & EQUIPMENT - 2016	2016	0%	126,399	1.03	130,191	84%	109,360	109,360
0-2023-627	1310	5180032967640	K-TRON K20 FEEDER	MACHINERY & EQUIPMENT - 2016	2016	0%	21,820	1.03	22,475	84%	18,879	18,879
0-2023-627	1310	5180032967650	TOSHIBA INJECTION MOLDING MACHINE	MACHINERY & EQUIPMENT - 2016	2016	0%	125,427	1.03	129,190	84%	108,519	108,519
0-2023-627	1310	5180032967660	TVO-5 VACUUM OVENS WITH COMM CABLE	MACHINERY & EQUIPMENT - 2016	2016	0%	65,078	1.03	67,030	84%	56,305	56,305
0-2023-627	1310	5180032967680	HYDROGEN GENERATOR 165M/M H2PEM165/SP	MACHINERY & EQUIPMENT - 2016	2016	0%	8,635	1.03	8,894	84%	7,471	7,471
0-2023-627	1310	5180032967690	"FORM-DENSITY INSTRUMENT DW 150911.01	MACHINERY & EQUIPMENT - 2016	2016	0%	14,062	1.03	14,484	84%	12,166	12,166
0-2023-627	1310	5180032969800	INSTRUMENTS AND XV VALVES ASSOCIATED W	MACHINERY & EQUIPMENT - 2016	2016	0%	64,249	1.03	66,176	84%	55,588	55,588
0-2023-627	1310	5180032967730	#1 EVAPORATOR RECIRCULATING PUMP	MACHINERY & EQUIPMENT - 2016	2016	0%	71,543	1.03	73,689	84%	61,899	61,899
0-2023-627	1310	5180032967740	RELIEF VALVE 419RV117-1 (RV117B)	MACHINERY & EQUIPMENT - 2016	2016	0%	17,445	1.03	17,968	84%	15,093	15,093
0-2023-627	1310	5180032966070	YP-2A; HIGH VOLTAGE DUPLEX SWITCH	MACHINERY & EQUIPMENT - 2016	2016	0%	175,330	1.03	180,590	84%	151,696	151,696
0-2023-627	1310	5180032966100	NEW MCC; PN-UTL-E110-MCC1	MACHINERY & EQUIPMENT - 2016	2016	0%	82,926	1.03	85,414	84%	71,748	71,748
0-2023-627	1310	5180032966110	557MX285 BLENDER/COOLER REPLACEMENT S(	MACHINERY & EQUIPMENT - 2016 - R	2016	50%	507,245	1.03	522,462	84%	219,434	219,434
0-2023-627	1310	5180032966120	CONDENSATE PUMP CP21/22 OFFGAS REBOILE	MACHINERY & EQUIPMENT - 2016	2016	0%	128,324	1.03	132,174	84%	111,026	111,026
0-2023-627	1310	5180032966140	LETDOWN CONTROL VALVE FOR VAP1	MACHINERY & EQUIPMENT - 2016	2016	0%	40,830	1.03	42,055	84%	35,326	35,326
0-2023-627	1310	5180032966150	NEW 537FT11806 CP1 AND CP2 STRAND TRAY C	MACHINERY & EQUIPMENT - 2016	2016	0%	15,000	1.03	15,450	84%	12,978	12,978
0-2023-627	1310	5180032966160	NEW 537FT11807 CP1 AND CP2 CUTTER CONVE	MACHINERY & EQUIPMENT - 2016	2016	0%	15,000	1.03	15,450	84%	12,978	12,978
0-2023-627	1310	5180032966180	NEW 537FV11806 CP1 AND CP2 STRAND TRAY C	MACHINERY & EQUIPMENT - 2016	2016	0%	42,000	1.03	43,260	84%	36,338	36,338
0-2023-627	1310	5180032966190	NEW 537FV11807 CP1 AND CP2 CUTTER CONVE	MACHINERY & EQUIPMENT - 2016	2016	0%	34,165	1.03	35,190	84%	29,560	29,560
0-2023-627	1310	5180032966200	THERMINOL RELIABILITY PHASE 1	MACHINERY & EQUIPMENT - 2016	2016	0%	107,085	1.03	110,298	84%	92,650	92,650
0-2023-627	1310	5180032966210	HOLOFLITE REPLACEMENT SCREW FOR CP26/2	MACHINERY & EQUIPMENT - 2016 - R	2016	50%	133,094	1.03	137,087	84%	57,576	57,576
0-2023-627	1310	5180032966220	HOLOFLITE REPLACEMENT SCREWS FOR CP26.	MACHINERY & EQUIPMENT - 2016 - R	2016	50%	134,786	1.03	138,830	84%	58,308	58,308
0-2023-627	1310	5180032966230	NEW 428PSV795 E SALT HEATER RELIEF VALVE	MACHINERY & EQUIPMENT - 2016	2016	0%	5,000	1.03	5,150	84%	4,326	4,326
0-2023-627	1310	5180032966240	NEW 428TV795 TEMPERATURE CONTROL VALVI	MACHINERY & EQUIPMENT - 2016	2016	0%	8,922	1.03	9,190	84%	7,719	7,719
0-2023-627	1310	5180032966360	THERMINOL UPS	MACHINERY & EQUIPMENT - 2016	2016	0%	21,786	1.03	22,440	84%	18,849	18,849
0-2023-627	1310	5180032966370	T'NOL VAP 3-5 AIR PREHEATER TRUNION	MACHINERY & EQUIPMENT - 2016	2016	0%	37,026	1.03	38,137	84%	32,035	32,035
0-2023-627	1310	5180032966380	513RV0801.440 #8 t'NOL VAPORIZER	MACHINERY & EQUIPMENT - 2016	2016	0%	19,255	1.03	19,833	84%	16,659	16,659
0-2023-627	1310	5180032966390	513RV0801.441 #8 t'NOL VAPORIZER	MACHINERY & EQUIPMENT - 2016	2016	0%	23,009	1.03	23,699	84%	19,907	19,907
0-2023-627	1310	5180032966400	513RV0801.322 #1 t'NOL VAPORIZER	MACHINERY & EQUIPMENT - 2016	2016	0%	13,795	1.03	14,209	84%	11,935	11,935
0-2023-627	1310	5180032966410	513RV0801.323 #1 t'NOL VAPORIZER	MACHINERY & EQUIPMENT - 2016	2016	0%	13,795	1.03	14,209	84%	11,935	11,935
0-2023-627	1310	5180032966420	513RV0801.326 #3 t'NOL VAPORIZER	MACHINERY & EQUIPMENT - 2016	2016	0%	13,795	1.03	14,209	84%	11,935	11,935
0-2023-627	1310	5180032966430	513RV0801.327 #3 t'NOL VAPORIZER	MACHINERY & EQUIPMENT - 2016	2016	0%	13,795	1.03	14,209	84%	11,935	11,935
0-2023-627	1310	5180032966440	513RV0801.332 #4 t'NOL VAPORIZER	MACHINERY & EQUIPMENT - 2016	2016	0%	16,527	1.03	17,023	84%	14,299	14,299
0-2023-627	1310	5180032966450	513RV0801.333 #4 t'NOL VAPORIZER	MACHINERY & EQUIPMENT - 2016	2016	0%	13,029	1.03	13,420	84%	11,273	11,273
0-2023-627	1310	5180032966490	UGA WATER IMPROVEMENT PROJ - IFL505	MACHINERY & EQUIPMENT - 2016	2016	0%	75,690	1.03	77,961	84%	65,487	65,487
0-2023-627	1310	5180032966500	CP17 EAST FLASHER PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	8,468	1.03	8,722	84%	7,327	7,327
0-2023-627	1310	5180032966510	CP17 WEST FLASHER PUMP DC DRIVE	MACHINERY & EQUIPMENT - 2016	2016	0%	8,468	1.03	8,722	84%	7,327	7,327
0-2023-627	1310	5180032966520	CP17W FINISHER TRANSFER LINE PUMP DC DRI	MACHINERY & EQUIPMENT - 2016	2016	0%	9,282	1.03	9,560	84%	8,031	8,031
0-2023-627	1310	5180032966530	#3 DEAERATOR HEATER	MACHINERY & EQUIPMENT - 2016	2016	0%	121,413	1.03	125,055	84%	105,047	105,047
0-2023-627	1310	5180032966540	#4 DEAERATOR HEATER	MACHINERY & EQUIPMENT - 2016	2016	0%	121,413	1.03	125,055	84%	105,047	105,047
0-2023-627	1310	5180032966750	NEW COLUMN INTERNALS FOR PURGE AND INT	MACHINERY & EQUIPMENT - 2016	2016	0%	347,981	1.03	358,420	84%	301,073	301,073
0-2023-627	2110	5180032962310	BLDG 401 LOW PRESSURE SCRUBBER VACCUM	POLLUTION CONTROL - 2013	2013	0%	652,355	1.00	652,355	10%	65,236	65,236
0-2023-627	2110	5180032962320	BLDG 461 LOW PRESSURE SCRUBBER VACCUM	POLLUTION CONTROL - 2013	2013	0%	652,354	1.00	652,354	10%	65,235	65,235
0-2023-627	2110	5180032963870	OFF GAS SCRUBBER SYSTEM	POLLUTION CONTROL - 2014	2014	0%	227,937	1.00	227,937	10%	22,794	22,794
0-2023-627	2110	5180032962311	BLDG 401 LOW PRESSURE SCRUBBER VACCUM	POLLUTION CONTROL - 2014	2014	0%	86,853	1.00	86,853	10%	8,685	8,685
0-2023-627	2110	5180032962321	BLDG 461 LOW PRESSURE SCRUBBER VACCUM	POLLUTION CONTROL - 2014	2014	0%	86,853	1.00	86,853	10%	8,685	8,685
0-2023-627	2110	5180032964710	PIPING; ANTI-FOAM LOOP (NA-15) FOR AUTOCL/	POLLUTION CONTROL - 2015	2015	0%	59,617	1.00	59,617	10%	5,962	5,962
0-2023-627	2510	5180032936741	STATIONARY 15KV FEEDER 107	COGEN EVAPORATIVE COOLING SY	2012	0%	29,861	1.04	31,055	49%	15,217	15,217
0-2023-627	2510	5180032936751	STATIONARY 15KV FEEDER 305	COGEN EVAPORATIVE COOLING SY	2012	0%	31,080	1.04	32,323	49%	15,838	15,838
0-2023-627	7106	5180070038670	DCS CONTROL SYSTEM FOR CP1 AND CP2	COMPUTER EQUIPMENT - 2013	2013	0%	101,676	1.04	105,743	30%	31,723	31,723
0-2023-627	7106	5180070038680	DCS CONTROL SYSTEM FOR CP16 AND CP17	COMPUTER EQUIPMENT - 2013	2013	0%	101,676	1.04	105,743	30%	31,723	31,723
0-2023-627	7410	5180032957531	463TA002 FEED PUMPS 463PU3A/B/C PIPING MC	PIPING - 2012 - REBUILDS OVERHAU	2012	50%	407,919	1.04	424,236	49%	103,938	103,938
0-2023-627	7410	5180032960210	MISCELLANEOUS UTILITY PIPING SYSTEMS ASS	PIPING - 2012	2012	0%	322,830	1.04	335,743	49%	164,514	164,514
0-2023-627	7410	5180032960200	MISCELLANEOUS PROCESS PIPING SYSTEMS A	PIPING - 2012	2012	0%	772,974	1.04	803,893	49%	393,908	393,908
0-2023-627	7410	5180032961070	CW CONTROL VALVE TV4317 10" AND PIPING	PIPING - 2012	2012	0%	14,300	1.04	14,872	49%	7,287	7,287
0-2023-627	7410	5180032961080	CW CONTROL VALVE TV7156 6" AND PIPING	PIPING - 2012	2012	0%	10,800	1.04	11,232	49%	5,504	5,504
0-2023-627	7410	5180032963230	OSBL UTILITY PIPING FOR AREA 419 HYDROGEN	PIPING - 2013	2013	0%	411,616	1.04	428,081	58%	248,287	248,287
0-2023-627	7410	5180032963060	CONDENSATE SKID 480VE701.480PU702/703 / PI	PIPING - 2013	2013	0%	101,019	1.04	105,060	58%	60,935	60,935
0-2023-627	7410	5180032963070	COOLING WTR BOOSTER PUMP 480PU730 / PIPI	PIPING - 2013	2013	0%	112,863	1.04	117,378	58%	68,079	68,079
0-2023-627	7410	5180032963080	PHENOL RAILCAR UNLOADING N2 INSTRUMENT	PIPING - 2013	2013	0%	15,000	1.04	15,600	58%	9,048	9,048
0-2023-627	7410	5180032960101	MISCELLANEOUS PROCESS PIPING SYSTEMS A	PIPING - 2013	2013	0%	131,275	1.04	136,526	58%	79,185	79,185

0-2023-627	7410	5180032960111	MISCELLANEOUS UTILITY PIPING SYSTEMS ASS	PIPING - 2013	2013	0%	12,206	1.04	12,694	58%	7,363	7,363
0-2023-627	7410	5180032960211	MISCELLANEOUS UTILITY PIPING SYSTEMS ASS	PIPING - 2013	2013	0%	107,225	1.04	111,514	58%	64,678	64,678
0-2023-627	7410	5180032962850	PIPING SYSTEM	PIPING - 2013	2013	0%	57,473	1.04	59,772	58%	34,668	34,668
0-2023-627	7410	5180032960201	MISCELLANEOUS PROCESS PIPING SYSTEMS A	PIPING - 2013	2013	0%	12,818	1.04	13,331	58%	7,732	7,732
0-2023-627	7410	5180032962970	WELL HEADER; ALTERNATE PIPE LINE. FROM #	PIPING - 2013	2013	0%	183,492	1.04	190,832	58%	110,682	110,682
0-2023-627	7410	5180032963850	ADN PIPING SYSTEM	PIPING - 2014	2014	0%	206,017	1.02	210,137	67%	140,792	140,792
0-2023-627	7410	5180032963860	HYDROGEN PIPING SYSTEM	PIPING - 2014	2014	0%	164,813	1.02	168,109	67%	112,633	112,633
0-2023-627	7410	5180032964180	CP28 AND CP29 NA 22 ADDITIVE PIPING SYSTEM	PIPING - 2014	2014	0%	85,204	1.02	86,908	67%	58,228	58,228
0-2023-627	7410	5180032964160	"CP18 REACTOR TO CP16/17 -TRANSFER PIPING	PIPING - 2014	2014	0%	270,035	1.02	275,436	67%	184,542	184,542
0-2023-627	7410	5180032965280	CP 16/17 REACTOR 535VE027AA OFFGAS PIPINC	PIPING - 2015	2015	0%	211,073	1.02	215,294	76%	163,624	163,624
0-2023-627	7410	5180032964600	H2SO4 PIPING SCH80 & VALVES AT 442TA2A	PIPING - 2015	2015	0%	81,774	1.02	83,409	76%	63,391	63,391
0-2023-627	7410	5180032964610	1000' 2"SCH80 SS PIPE 442 TO 102; 102XV132	PIPING - 2015	2015	0%	183,302	1.02	186,968	76%	142,096	142,096
0-2023-627	7410	5180032966130	PIPE & VALVES TO USE TA67 AS NA30 STORAGE	PIPING - 2016	2016	0%	29,164	1.03	30,039	84%	25,233	25,233
0-2023-627	7410	5180032967560	COMPRESSED AIR PIPE; VALVES; AND FITTINGS	PIPING - 2016	2016	0%	11,243	1.03	11,580	84%	9,727	9,727
0-2023-627	7508	5180032965300	3 Metric Ton Yale Global King hoist w/40Æ lift	FORKLIFTS & HEAVY MACHINERY - 2	2015	0%	28,957	1.02	29,536	67%	19,789	19,789
0-2023-627	7620	5180032963270	H SALT STORAGE TANK NITROGEN SPARGERS	TANKS SILOS & TOWERS - 2013	2013	0%	12,800	1.04	13,312	82%	10,916	10,916
0-2023-627	7620	5180032963280	E&F SALT STORAGE TANK SPARGERS	TANKS SILOS & TOWERS - 2013	2013	0%	78,600	1.04	81,744	82%	67,030	67,030
0-2023-627	7620	5180032961930	TANK PN-ADP-C465-TA1A AND ASSOCIATED PIP	TANKS SILOS & TOWERS - 2013	2013	0%	67,555	1.04	70,257	82%	57,611	57,611
0-2023-627	7620	5180032965420	OVERFLOW VALVE E SALT TANK	TANKS SILOS & TOWERS - 2015	2015	0%	2,000	1.02	2,040	90%	1,836	1,836
0-2023-627	7620	5180032965430	OVERFLOW VALVE F SALT TANK	TANKS SILOS & TOWERS - 2015	2015	0%	2,000	1.02	2,040	90%	1,836	1,836
0-2023-627	7620	5180032965440	OVERFLOW VALVE H SALT TANK	TANKS SILOS & TOWERS - 2015	2015	0%	3,245	1.02	3,310	90%	2,979	2,979
0-2023-627	7620	5180032965980	NA207 SYSTEM TO CP22/23 MIX TANKS	TANKS SILOS & TOWERS - 2015	2015	0%	110,825	1.02	113,042	90%	101,737	101,737
0-2023-627	7620	5180032965990	NA10/30 HALIDE STATION TO CP22/23 MIX TANKS	TANKS SILOS & TOWERS - 2015	2015	0%	110,825	1.02	113,042	90%	101,737	101,737
0-2023-627	7620	5180032964550	465TA6 ADIPIC CRYSTAL CRUDE FEED TANK	TANKS SILOS & TOWERS - 2015	2015	0%	1,727,328	1.02	1,761,875	90%	1,585,687	1,585,687
0-2023-627	7620	5180032965270	VP-3 THERMINOL CHARGE/DRAIN TANK 535VE0	TANKS SILOS & TOWERS - 2015	2015	0%	75,695	1.02	77,209	90%	69,488	69,488
							51,080,465					$32,384,445

AD VALOREM TAX EXEMPTION - SUPPLEMENTAL APPLICATION
GENERAL INFORMATION & INSTRUCTIONS

The Economic Development Ad Valorem Tax Exemption Application, DR418, **MUST** accompany this form. In order for the application to be accepted, all applicable areas **MUST** be completed. Applications must be **FILLED OUT COMPLETELY, SIGNED and DATED** to be accepted by this Office. Place" N/A" for items that do not apply. **All incomplete applications will be returned, causing a delay in consideration. [PLEASE PRINT OR TYPE ALL REQUESTED INFORMATION]**

TERMS

NEW BUSINESS – A business or organization, newly domiciled in Escambia County, paying an average wage for such new jobs that are above the average wage in the area.

BUSINESS EXPANSION – The enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or any combination thereof, which increase the employment capacity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.

CAPITAL INVESTMENT – The acquisition of a fixed asset that is anticipated to have a long life of use before it has to be replaced or repaired.

PROJECTED NUMBER OF JOBS - Jobs foreseen in the future within one (1) year of application.

ENTERPRISE ZONE – An Escambia County designated area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence. [Escambia County has designated Enterprise Zones]

MANUFACTURED EQUIPMENT - Any new or used equipment that is used in the direct production manufacture, fabrication, assembly, extraction, mining, processing refining, or finishing of other tangible personal property including, equipment used to dispose of solid waste or hazardous waste into energy or other useful products.

R&D EQUIPMENT – Equipment consists of laboratory equipment, research and development equipment, computers and computer software, telecommunications equipment or testing equipment used in research and development activities devoted, directly and exclusively, to experimental or laboratory research and development of new products new uses or exiting products or improving or testing existing products.

EXPLANATION

AVERGE WAGE/SALARY - Average salary/wage for **NEWLY** created jobs.

GROSS ANNUAL PAYROLL – Gross Annual Payroll for **NEWLY** created jobs.

CURRENT NUMBER OF EMPLOYEES – Number of employees **BEFORE** the business expansion.

JOB CLASSIFICATION – Classifications for the **NEWLY** created jobs.

WAGE RATE – Wage rate for the **NEWLY** created jobs.

REVIEW/INSTRUCTIONS

Upon receipt of the Application for Exemption and supporting documents, additional information may be requested from applicant to complete the review.

ONLY include Full-Time Regular Employees of the applicant; NOT contract, temporary or part-time employees. All job creation projections should be within one year of application. Applicant will be notified in writing if request for exemption is granted or denied.

ATTACH: Proof of Gross Payroll ["current" Quarterly Unemployment Reports] List of Capital Investments Claimed; Legal Description of Property and any supporting documents. If there are multiple worksites, ONLY include information that pertains to the site you are seeking the Exemption on.

Mail to: County Administration, Attn: Deana Stallworth, 221 Palafox Place, Suite 420, Pensacola, Florida 32502.
IF ALL REQUIRED INFORMATION IS NOT ATTACHED, THIS MAY RESULT IN DENIAL OF THE APPLICATION FOR EXEMPTION

Note: Please do not begin a project before an Ordinance has been established.

For questions or assistance, please contact Deana Stallworth, deana_stalllworth@myescambia.com or 850-595-3935.

DATE: 6/28/18	
APPLICANT: Ascend Performance Materials Operations, LLC	**ESCAMBIA COUNTY SUPPLEMENTAL EDATE EVALUATION FORM**
NAME OF BUSINESS:	Ascend Performance Materials, LLC
LOCATION OF BUSINESS:	3000 Old Chemstrand Rd
CITY	Cantonement
STATE	Florida
ZIP CODE	32533

THIS APPLICATION IS FOR A BUSINESS THAT WILL:

- [X] Create **LESS THAN** 150 "NEW" jobs
- [ ] Create **MORE THAN** 150 "NEW" jobs
- [ ] Be in a County designated Enterprise Zone

CAPITAL INVESTMENT Capital Investment is *the acquisition of fixed assets that is anticipated to have a long life of use before it has to be replaced or repaired. Capital investment is made any time a company purchases goods that will benefit the operation of the business, but will not be used to cover the operational costs of the business. Please do not include land.*

	Capital Investment (check one)
Under $1 Million	
$1 –$5 Million	
Over $5 Million	X
Total Capital Investment$	$88,663,613

PLEASE LIST CAPITAL INVESTMENTS

(Note: Add additional sheet if necessary)

LIST THE "ANTICIATED" AMOUNT AND TYPE OF MAJOR CAPITAL INVESTMENT TO BE MADE BY THE APPLICANT IN CONNECTION WITH THIS NEW BUSINESS OR BUSINESS EXPANSION.

NEW BUSINESS *(Facility Where Exemption Is Requested)*	Employees (check one)
Under 25 Employees	
25 – 50 Employees	
51 -100 Employees	
Over 100 Employees	X
How Many "New" Employees?	

BUSINESS EXPANSION *(Facility Where Exemption Is Requested)*	Employees (check one)
Under 25 Employees	
25 – 50 Employees	
51 -100 Employees	
Over 100 Employees	X
How Many "New" Employees?	107
WHAT IS THE BUSINESS INDUSTRY?	Nylon Mfg

CAPITAL INVESTMENT

(Add additional sheet if necessary)

	Year1	Year2	Year3
Construction/Renovation	$ 203K	$ 881K	$ 6K
Manufacturing Equipment	$ 14,551K	$ 15,565K	$ 16,217K
R&D Equipment	$ 321K	$ 0	$ 0
Other Equipment (computer equipment, office furniture, etc.)	$ 0	$ 0	$ 0
Total Capital Investment	$ 15,076K	$ 16,446K	$ 16,223K

"PROJECTED" NUMBER OF ADDITIONAL EMPLOYEES *(Within One Year of Original Application)*	# 107
AVERAGE WAGE/SALARY	$ 100,740
GROSS ANNUAL PAYROLL	$ 91,774,939
"CURRENT" NUMBER OF EMPLOYEES	# 890

IS PROPERTY LOCATED IN A COUNTY DESIGNATED ENTERPRISE ZONE? [X] **YES** [ ] **NO**

Does Business presently participate in the QTI Refund Program?

[X] YES [ ] NO

ITEM:	COST:	JOB CLASSIFICATION: *(Add additional sheet if necessary)*	Average SALARY$
Please See Attached	$	Please See Attached	$
	$		$
	$		$
Total	$		$

(Add additional sheet if necessary)

WAGE RATE$	Please check one:
Below Area Average Wage	
Average Wage	
Above Average Wage	

Ashley N Moore
Signature of Applicant (Business Representative)

Ashley N Moore
Printed Name

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Harris

Sworn to (or affirmed) and subscribed before me this 12 day of September, 20 18, by (name of person making statement).

My commission expires: 01-25-2022

NOTARY PUBLIC

JULIANNA CHRISTINE RIVERA
Notary Public, State of Texas
(NOTARY SEAL)
Comm. Expires 01-25-2022
Notary ID 131422389

Personally Known X OR Produced Identification _____ Type of Identification Produced _____

EDATE "ANNUAL" RENEWAL PROCESS

CONTACT INFORMATION

(Individual responsible for renewal process)

Name of Business:						
Name and Title of Contact Person :	Name:	Ashley N Moore		Title:	Authorized Agent	
Phone # with area code:	Area Code:	713.	Phone #:	629.0090 Ext. 13-3549		
Mailing Address:	2800 Post Oak Blvd STE 3700					
City:	Houston		State:	TX	Zip Code:	77056
E-Mail Address:	ashley.moore@ryan.com					

Name of person completing this form: Ashley N Moore

Phone #: 713.629.0090

E-Mail Address: ashley.moore@ryan.com

Date: 6-28-18

Capital Investment Additional Sheet

	Year 4	Year 5
Contruction/renovation	3,159,000	2,614,432
Mfg Equip	9,387,000	9,480,774
R&D Equip	156,000	440,550
other Equip	-	-
Total	**12,702,000**	**12,535,756**

Ascend Performance Materials
Quarterly Wage Summary
1/1/17 - 12/31/17

Gross Annual Payroll 1/1/17 - 12/31/17

FEIN	26-434577	27-0219853	45-4168294	APM- FL
Q1	$ 23,779,153	$ 2,876,287	$ 103,487	$ 26,758,927
Q2	$ 17,984,678	$ 1,981,271	$ 71,158	$ 20,037,107
Q3	$ 21,158,945	$ 2,422,526	$ 83,166	$ 23,664,637
Q4	$ 19,136,600	$ 2,106,442	$ 71,226	$ 21,314,268
TOTAL	**$ 82,059,376**	**$ 9,386,526**	**$ 329,037**	**$ 91,774,939**

Employee Headcount 1/1/17 - 12/31/17

FEIN	26-434577	27-0219853	45-4168294	APM- FL
January	825	84	2	911
February	822	82	2	906
March	814	86	2	902
April	821	86	2	909
May	825	86	2	913
June	821	90	2	913
July	825	89	2	916
August	823	92	2	917
September	819	90	2	911
October	822	90	2	914
November	823	89	2	914
December	820	89	2	911
AVERAGE	**822**	**88**	**2**	**911**

This summary was prepared by Ryan, LLC on behalf of Ascend Performance Materials. The information contained has been reviewed and approved by Ascend Performance Materials.

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

852212017033100680540310500290089600005

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
03/31/2017	05/01/2017	05/01/2017	0.34000	2900896

Employer's Name: ASCEND PERFORMANCE MATERIALS OPE
Mailing Address: 1010 TRAVIS STREET
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 264345777

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	825
2nd Month	822
3rd Month	814

2.	Gross wages paid this quarter (Must total all pages)	23779153.00
3.	Excess wages paid this quarter (See instructions)	18004085.00
4.	Taxable wages paid this quarter (See instructions)	5775068.00
5.	Tax due (Multiply Line 4 by tax rate)	19635.23
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	19635.23
9b.	Amount Enclosed (See instructions)	19635.23

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 04/24/17	Signature of Preparer
Title DIR OF AGENCY SVCS	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET
#900
HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 2900896

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

2900896	264345777	825	822
814	2377915300	1800408500	577506800
1963523	0	0	0
1963523	1963523	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

1963523

8522 1 20170331 0068054031 0 5002900896 0000 5

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120170630006805403145002900896000 5

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
06/30/2017	07/31/2017	07/31/2017	0.34000	2900896

Employer's Name: ASCEND PERFORMANCE MATERIALS OPE
Mailing Address: 1010 TRAVIS STREET
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 264345777

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	821
2nd Month	825
3rd Month	821

2.	Gross wages paid this quarter (Must total all pages)	17984678.00
3.	Excess wages paid this quarter (See instructions)	17822113.00
4.	Taxable wages paid this quarter (See instructions)	162564.00
5.	Tax due (Multiply Line 4 by tax rate)	552.72
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	552.72
9b.	Amount Enclosed (See instructions)	552.72

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 07/20/17	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET
#900
HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 2900896

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

2900896	264345777	821	825
821	1798467800	1782211300	16256400
55272	0	0	0
55272	55272	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

55272

8522 1 20170630 0068054031 4 5002900896 0000 5

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120170930006805403115002900896000 5

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
09/30/2017	10/31/2017	10/31/2017	0.34000	2900896

Employer's Name: ASCEND PERFORMANCE MATERIALS OPE
Mailing Address: 1010 TRAVIS STREET
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 264345777

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	825
2nd Month	823
3rd Month	819

2.	Gross wages paid this quarter (Must total all pages)	21158945.00
3.	Excess wages paid this quarter (See instructions)	21034201.00
4.	Taxable wages paid this quarter (See instructions)	124744.00
5.	Tax due (Multiply Line 4 by tax rate)	424.13
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	424.13
9b.	Amount Enclosed (See instructions)	424.13

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

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(DO NOT DETACH)

Signature	Date 10/26/17	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET
#900
HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 2900896

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

2900896	264345777	825	823
819	2115894500	2103420100	12474400
42413	0	0	0
42413	42413	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

42413

8522 1 20170930 0068054031 1 5002900896 0000 5

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120171231006805403145002900896000 05

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
12/31/2017	01/31/2018	01/31/2018	0.00390	2900896

Employer's Name: ASCEND PERFORMANCE MATERIALS OPE
Mailing Address: 1010 TRAVIS STREET
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 264345777

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	822
2nd Month	823
3rd Month	820

2.	Gross wages paid this quarter (Must total all pages)	19136600.00
3.	Excess wages paid this quarter (See instructions)	19029770.00
4.	Taxable wages paid this quarter (See instructions)	106830.00
5.	Tax due (Multiply Line 4 by tax rate)	4.17
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	4.17
9b.	Amount Enclosed (See instructions)	4.17

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

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(DO NOT DETACH)

Signature	Date 01/19/18	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATE
1010 TRAVIS STREET
#900
HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 2900896

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

2900896	264345777	822	823
820	1913660000	1902977000	10683000
417	0	0	0
417	417	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

417

8522 1 20171231 0068054031 4 5002900896 0000 5

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120170331006805403105003066543000 6

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
03/31/2017	05/01/2017	05/01/2017	0.33000	3066543

Employer's Name ASCEND PERFORMANCE MATERIALS HOI
Mailing Address 1010 TRAVIS STREET
City/State/ZIP HOUSTON, TX 77002

F.E.I. Number 270219853

For Official Use Only – Postmark Date

1st Month	84
2nd Month	82
3rd Month	86

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

2.	Gross wages paid this quarter (Must total all pages)	2876287.00
3.	Excess wages paid this quarter (See instructions)	2264631.00
4.	Taxable wages paid this quarter (See instructions)	611655.00
5.	Tax due (Multiply Line 4 by tax rate)	2018.46
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	2018.46
9b.	Amount Enclosed (See instructions)	2018.46

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 04/24/17	Signature of Preparer
Title DIR OF AGENCY SVCS	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET
#900
HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 3066543

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

3066543	270219853	84	82
86	287628700	226463100	61165500
201846	0	0	0
201846	201846	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

201846

8522 1 20170331 0068054031 0 5003066543 0000 6

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120170630006805403145003066543000 6

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
06/30/2017	07/31/2017	07/31/2017	0.33000	3066543

Employer's Name: ASCEND PERFORMANCE MATERIALS HOI
Mailing Address: 1010 TRAVIS STREET
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 270219853

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	86
2nd Month	86
3rd Month	90

2.	Gross wages paid this quarter (Must total all pages)	1981271.00
3.	Excess wages paid this quarter (See instructions)	1936023.00
4.	Taxable wages paid this quarter (See instructions)	45248.00
5.	Tax due (Multiply Line 4 by tax rate)	149.32
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	149.32
9b.	Amount Enclosed (See instructions)	149.32

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 07/20/17	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET
#900
HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 3066543

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

3066543	270219853	86	86
90	198127100	193602300	4524800
14932	0	0	0
14932	14932	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

14932

8522 1 20170630 0068054031 4 5003066543 0000 6

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120170930006805403115003066543000 06

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
09/30/2017	10/31/2017	10/31/2017	0.33000	3066543

Employer's Name: ASCEND PERFORMANCE MATERIALS HOI
Mailing Address: 1010 TRAVIS STREET
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 270219853

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	89
2nd Month	92
3rd Month	90

2.	Gross wages paid this quarter (Must total all pages)	2422526.00
3.	Excess wages paid this quarter (See instructions)	2380021.00
4.	Taxable wages paid this quarter (See instructions)	42506.00
5.	Tax due (Multiply Line 4 by tax rate)	140.27
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	140.27
9b.	Amount Enclosed (See instructions)	140.27

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 10/26/17	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET
#900
HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 3066543

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

3066543	270219853	89	92
90	242252600	238002100	4250600
14027	0	0	0
14027	14027	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

14027

8522 1 20170930 0068054031 1 5003066543 0000 6

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120171231006805403145003066543000 06

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
12/31/2017	01/31/2018	01/31/2018	0.33000	3066543

Employer's Name: ASCEND PERFORMANCE MATERIALS HOI
Mailing Address: 1010 TRAVIS STREET
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 270219853

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	90
2nd Month	89
3rd Month	89

2.	Gross wages paid this quarter (Must total all pages)	2106442.00
3.	Excess wages paid this quarter (See instructions)	2092254.00
4.	Taxable wages paid this quarter (See instructions)	14187.00
5.	Tax due (Multiply Line 4 by tax rate)	46.82
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	46.82
9b.	Amount Enclosed (See instructions)	46.82

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 01/19/18	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET
#900
HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 3066543

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

3066543	270219853	90	89
89	210644200	209225400	1418700
4682	0	0	0
4682	4682	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

4682

8522 1 20171231 0068054031 4 5003066543 0000 6

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120171231006805403145003130094000 09

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
12/31/2017	01/31/2018	01/31/2018	0.10000	3130094

F.E.I. Number: 454168294

For Official Use Only – Postmark Date

Employer's Name: ASCEND PERFORMANCE MATERIALS INC
Mailing Address: 1010 TRAVIS STREET #900
City/State/ZIP: HOUSTON, TX 77002

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	2
2nd Month	2
3rd Month	2

2.	Gross wages paid this quarter (Must total all pages)	71226.00
3.	Excess wages paid this quarter (See instructions)	71226.00
4.	Taxable wages paid this quarter (See instructions)	0.00
5.	Tax due (Multiply Line 4 by tax rate)	0.00
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	0.00
9b.	Amount Enclosed (See instructions)	0.00

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 01/19/18	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET #900

HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 3130094

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

3130094	454168294	2	2
2	7122600	7122600	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

0

8522 1 20171231 0068054031 4 5003130094 0000 9

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120170331006805403105003130094000 09

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
03/31/2017	05/01/2017	05/01/2017	0.10000	3130094

Employer's Name: ASCEND PERFORMANCE MATERIALS INC
Mailing Address: 1010 TRAVIS STREET #900
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 454168294

For Official Use Only – Postmark Date

1st Month	2
2nd Month	2
3rd Month	2

1.	Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.	
2.	Gross wages paid this quarter (Must total all pages)	103487.00
3.	Excess wages paid this quarter (See instructions)	87525.00
4.	Taxable wages paid this quarter (See instructions)	15962.00
5.	Tax due (Multiply Line 4 by tax rate)	15.96
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	15.96
9b.	Amount Enclosed (See instructions)	15.96

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 04/24/17	Signature of Preparer
Title DIR OF AGENCY SVCS	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET #900

HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 3130094

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

3130094	454168294	2	2
2	10348700	8752500	1596200
1596	0	0	0
1596	1596	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

1596

8522 1 20170331 0068054031 0 5003130094 0000 9

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120170630006805403145003130094000 09

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
06/30/2017	07/31/2017	07/31/2017	0.10000	3130094

Employer's Name: ASCEND PERFORMANCE MATERIALS INC
Mailing Address: 1010 TRAVIS STREET #900
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 454168294

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	2
2nd Month	2
3rd Month	2

2.	Gross wages paid this quarter (Must total all pages)	71158.00
3.	Excess wages paid this quarter (See instructions)	71158.00
4.	Taxable wages paid this quarter (See instructions)	0.00
5.	Tax due (Multiply Line 4 by tax rate)	0.00
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	0.00
9b.	Amount Enclosed (See instructions)	0.00

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 07/20/17	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET #900

HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 3130094

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

3130094	454168294	2	2
2	7115800	7115800	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

0 8522 1 20170630 0068054031 4 5003130094 0000 9

Florida Department of Revenue
Employer's Quarterly Report

CSI5
RT-6
R. 01/15

COMPLETE and MAIL your REPORT/PAYMENT to
5050 W. Tennessee St., Tallahassee, Florida 32399-0180
Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due.

8522120170930006805403115003130094000 09

Quarter Ending	Due Date	Penalty After Date	Tax Rate	RT Account Number
09/30/2017	10/31/2017	10/31/2017	0.10000	3130094

Employer's Name: ASCEND PERFORMANCE MATERIALS INC
Mailing Address: 1010 TRAVIS STREET #900
City/State/ZIP: HOUSTON, TX 77002

F.E.I. Number: 454168294

For Official Use Only – Postmark Date

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	2
2nd Month	2
3rd Month	2

2.	Gross wages paid this quarter (Must total all pages)	83166.00
3.	Excess wages paid this quarter (See instructions)	83166.00
4.	Taxable wages paid this quarter (See instructions)	0.00
5.	Tax due (Multiply Line 4 by tax rate)	0.00
6.	Penalty due (See instructions)	0.00
7.	Interest due (See instructions)	0.00
8.	Installment fee (See instructions)	
9a.	Total amount due(See instructions)	0.00
9b.	Amount Enclosed (See instructions)	0.00

All wage items must be reflected on the continuation sheet.

If you are filing as a sole proprietor, is this for domestic household employment only? ☐ Yes ☐ No

☐ Check if you had out-of-state wages. Attach *Employer's Quarterly Report for Out-of-State Wages* (RT-6NF).

☐ Check if final return Date operations ceased. ☐☐/☐☐/☐☐☐☐

"Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

(DO NOT DETACH)

Signature	Date 10/26/17	Signature of Preparer
Title SR DIRECTOR	Telephone No. (469) 299-1678	Preparer's Telephone No. (469) 299-1678

ASCEND PERFORMANCE MATEI
1010 TRAVIS STREET #900

HOUSTON, TX 77002

☐ Check here if you transmitted funds electronically

RT Account Number: 3130094

DOR USE ONLY
____/____/____
POSTMARK OR HAND-DELIVERY DATE

CSI9
RT-6
R. 01/15
Rule 73B-10.025
Florida Administrative Code

3130094	454168294	2	2
2	8316600	8316600	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

0

8522 1 20170930 0068054031 1 5003130094 0000 9

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14821 **County Administrator's Report 13. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: U.S. EPA Cooperative Grant Agreement Notice of Award for the Pensacola and Perdido Bays Estuary Program
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the U.S. Environmental Protection Agency Cooperative Grant Agreement Notice of Award for the Pensacola and Perdido Bays Estuary Program - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the U.S. Environmental Protection Agency (EPA) Cooperative Grant Agreement Notice of Award for the Pensacola and Perdido Bays Estuary Program:

A. Accept the U.S. Environmental Protection Agency (EPA) Cooperative Agreement Grant Number (FAIN) 00D81118 Notice of Award, for the Pensacola and Perdido Bays Estuary Program, in the amount of $2,000,000;

B. Authorize the County Administrator or his designee to sign all future documents related to the Cooperative Grant Agreement, subject to Legal review and sign-off, such as no cost time extensions and no cost Amendments; and

C. Authorize staff to establish the grant-funded positions identified in the Cooperative Grant Agreement and fill the grant-funded positions as needed.

[Funding: Fund 118, Gulf Coast Restoration Fund. The cost center will be established with a Supplemental Budget Amendment]

BACKGROUND:

On July 18, 2017, the Board of County Commissioners authorized staff to submit a grant proposal on behalf of the Bay Area Resource Council (BARC) to the U.S. Environmental Protection Agency Gulf of Mexico Program funding opportunity for an estuary program. On August 31, 2017, staff was notified the proposal was selected for funding.

Funding from US EPA will standup and establish the Pensacola and Perdido Bays

Estuary Program as the successor to BARC. The Estuary Program will be governed by a Policy Board comprised of representatives from Escambia, Santa Rosa, Okaloosa, and Baldwin counties and the cities of Pensacola, Gulf Breeze, Milton, Orange Beach, and the Town of Century. Escambia County will serve as host agency for the four-year grant period and receive 10% indirect funding for administrative management of the grant.

The Pensacola and Perdido Bays Estuary Program is a non-regulatory program that will leverage and coordinate efforts among federal, state, and local agencies and the public to achieve publicly identified goals and objectives to restore and conserve the environment and the economy of Pensacola and Perdido Bays for generations to come.

BUDGETARY IMPACT:

Fund 118, Gulf Coast Restoration Fund. The cost center will be established with a Supplemental Budget Amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the US EPA Cooperative Grant Agreement Notice of Award.

PERSONNEL:

Department of Natural Resources Management staff will coordinate with the U.S. Environmental Protection Agency to implement the grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with the U.S. Environmental Protection Agency to implement the grant.

Attachments

US EPA Cooperative Grant Agrmt
US EPA General Terms & Conditions
GCERC Interagency Agrmt
BCC ResumePage-07182018
BCC ResumePage-08312017

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 00D81118 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** GC	**DATE OF AWARD** 08/15/2018
TYPE OF ACTION New	**MAILING DATE** 08/22/2018
PAYMENT METHOD: ACH	**ACH#** 40151

RECIPIENT TYPE:
County

Send Payment Request to:

RECIPIENT:
Escambia County Board of Commissioners
221 Palafox Place
Pensacola, FL 32502
EIN: 59-6000598

PAYEE:
Escambia County Board of Commissioners
221 Palafox Place
Pensacola, FL 32502

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
J. Taylor Kirschenfeld 221 Palafox Place Pensacola, FL 32502 **E-Mail:** Jtkirsche@myescambia.com **Phone:** 850-595-1630	Amy Newbold 2510 14th Street Gulfport, MS 39501 **E-Mail:** newbold.amy@epa.gov **Phone:** 228-679-5890	Margaret Crowe Grants and Audit Management Section **E-Mail:** crowe.margaret@epa.gov **Phone:** 404-562-8687

PROJECT TITLE AND DESCRIPTION
Gulf Coast Ecosystem Restoration Council Comprehensive Plan Componemt (RESTORE)

This action approves an award in the amount of $2,000,000 to Escambia County Board of Commissioners to develop and provide a management plan for the Pensacola and Perdido Bays Estuary Program. The project will develop a Comprehensive Conservation and Management Plan that encompass three bays, Pensacola, Escambia, and Perdido Bays. Key components of the project are to establish an independent estuary program office administratively supported by Escambia County and to develop the Management Conference comprised of a Policy Board as well as Technical, Community, Education, and Economic Advisory Committees.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
08/01/2018 - 07/31/2022	08/01/2018 - 07/31/2022	$2,000,000.00	$2,000,000.00

NOTICE OF AWARD

Based on your Application dated including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $2,000,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $2,000,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4 Gulf of Mexico Program 2510 14th Street Gulfport, MS 39501

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer	**DATE** 08/15/2018

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 2,000,000	$ 2,000,000
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$	$ 0
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 2,000,000	$ 2,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.130 - Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component (RESTORE)	Restore Act	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1804M8G022	1819	BR7	04R0X06	000B65	4183	-	-	2,000,000
									2,000,000

Budget Summary Page: Pensacola and Perdido Bays Estuary Program

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$1,008,063
2. Fringe Benefits	$352,822
3. Travel	$40,000
4. Equipment	$30,000
5. Supplies	$45,000
6. Contractual	$144,000
7. Construction	$0
8. Other	$244,027
9. Total Direct Charges	$1,863,912
10. Indirect Costs: 10.00% **Base** Modified Total Direct Costs	$136,088
11. Total (Share: Recipient 0.00 **% Federal** 100.00 **%.)**	$2,000,000
12. Total Approved Assistance Amount	$2,000,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$2,000,000
15. Total EPA Amount Awarded To Date	$2,000,000

Administrative Conditions

The Following Terms and Conditions Have Been Revised:

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-2-2017-or-later. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions. The applicable terms and conditions below are in addition to the general terms and conditions noted above:

A. ANNUAL FFR (INTERIM) PURSUANT TO 2 CFR 200.327

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (FFR, SF-425) to EPA no later than 90 calendar days following the anniversary of the award date. The form is available on the internet at: http://www2.epa.gov/financial/forms.

The following reporting period end dates shall be used for interim annual reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final FFR to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at: http://www2.epa.gov/financial/forms. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov.

B. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E
MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of $150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the DBE Coordinator with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds $150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:
R4epagrantsmbewbereporting@epa.gov
cc: crowe.margaret@epa.gov
Attn: Margaret Crowe

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work

with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient
The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** as follows:

Combined MBE/WBE (DBE):
Includes *Construction, Equipment, Services and Supplies* 10%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404
The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120-day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a

way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

C. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. The written request must include: a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the local Grants Office via email to: crowe.margaret@epa.gov. An interim FFR (SF-425) covering all expenditures and obligations to date, must be emailed to the Las Vegas Finance Office at LVFC-grants@epa.gov or sent to the

following address:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119

To expedite processing of your request, please submit a courtesy copy of the interim FFR to the local Grants Office along with your written extension request. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC CONDITIONS

A. This is a cooperative agreement because the activities will require substantial federal involvement in the form of programmatic oversight and technical assistance including reviewing and commenting on agreement activities and products.

B. Semi-annual Progress Reports (see Template below) must be submitted to the EPA Project Officer within 30 days after each reporting period ends. Please reference the EPA Cooperative Agreement Number on all reports and correspondence.

Progress Report Template
Project Title:
Cooperative Agreement Number:
Dates covered by this report:
The items listed below should be completely addressed:
1. Describe the work and measurable outcomes accomplished. Provide specific details with regard to fieldwork scheduled and completed (including photographs, where possible), meetings or conferences conducted or attended.
2. Were any problems encountered? If yes, please describe corrective actions taken.
3. Is the project work on schedule?
4. Document any changes in project management (personnel) and provide the updated contact information.
5. Outline the work projected for the next reporting period.

C. An electronic copy of the Final Performance Report must be submitted to the EPA Project Officer within 90 days after the project end date.

D. Competency of Organizations Generating Environmental Measurement Data
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

E. Prior to environmental data collection or data compilation, a Quality Assurance Project Plan (QAPP) must be approved by EPA. Additionally, an EPA approved and up-to-date Quality Management Plan

(QMP) must be in place. Environmental data generated under this agreement must be submitted to the EPA project officer, if requested.

F. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements. (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data. (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

G. *"The Recipient, including sub-award recipients and contractors, agrees to comply, as applicable, with the Council's IAA Standard Terms and Conditions (IAA STCs), dated 5-5-2016, located on the Council's website at www.restorethegulf.gov. The IAA STCs, as applicable, will flow down to the Recipient, subawards, and contractors in addition to the EPA's own standard terms and conditions applicable to the awards and sub-awards under which this project or program will be implemented. Here is the weblink to the Council's IAA Standard Terms and Conditions (STCs) dated 5-5-2016 https://www.restorethegulf.gov/sites/default/files/GO-RES_20160505_Council_IAA_STCs.pdf. "*

EPA General Terms and Conditions
Effective October 2, 2017

1. Introduction

The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1. Implementing Procurement Standards. Per 2 CFR 200.110, there is a two-year grace period available to non-Federal entities for implementation of the procurement standards in 2 CFR 200.317 through 200.326. As detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation will need to specify in their documented policies and procedures that they continue to comply with 40 CFR Part 30 or 31, as applicable, for two additional fiscal years which begins after December 26, 2014.

2.2. Effective Date and Incremental or Supplemental Funding. Consistent with the OMB Frequently Asked Questions at https://cfo.gov/cofar on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).

Financial Information

3. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.8

4. Payment Methods

The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

4.1. Automated Standard Application for Payments (ASAP). The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If the recipient uses multiple bank accounts for EPA grants/cooperative agreements, the recipient must enroll in ASAP. To enroll in ASAP, please complete the ASAP Initiate Enrollment form located at: http://www2.epa.gov/financial/forms and email it to LVFC-grants@epa.gov or mail it to:
USEPA LVFC
4220 S. Maryland Pkwy
Bldg C, Suite 503
Las Vegas, NV 89119

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved funds are credited to the account at the financial institution of the recipient organization identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at 702-798-2485, or by visiting: www.fms.treas.gov/asap.

4.2. Electronic Funds Transfer (EFT).
Under this payment mechanism, the EPA Las Vegas Finance Center will obtain the recipient's banking information from the System for Award Management (SAM). Once the agreement is awarded and no restrictions are identified by the awarding office, a Las Vegas Finance Center Representative will send the recipient an email message with the EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at 702-798-2485, or by visiting: http://www2.epa.gov/financial/grants.

NOTE: If the banking information is not correct or changes at any time prior to the end of this agreement, the recipient must update the organization's SAM registration and notify the EPA Las Vegas Finance Center as soon as possible. This is vital to ensure proper and timely deposit of funds.

5. Payment Drawdown
The recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked or financing method changed to a reimbursable basis.

Selected Items of Cost

6. Consultant Cap
EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

7. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: https://epa.gov/grants/epa-subaward-policy.

As a pass-through entity, the recipient agrees to:

7.1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.330 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

a. For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

b. Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as required by 2 CFR 200.75 and 2 CFR 200.92.

7.2. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.331(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

7.3. Prior to making subawards, ensure that each subrecipient has a "unique entity identifier." This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR 200.331(a)(1). The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. Information regarding obtaining a DUNS number and registering in SAM is available in the General Condition of the pass-through entity's agreement with EPA entitled **"Central Contractor Registration/System for Award Management and Universal Identifier Requirements"** T&C of the pass-through entity's agreement with the EPA.

7.4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:

a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled **"Reporting Subawards and Executive Compensation."**

c. Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled **"Consultant Fee Cap."**

d. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees**."

e. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).
EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA

encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

7.5. Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.331(b) and document the evaluation. Risk factors may include:

a. Prior experience with same or similar subawards;
b. Results of previous audits;
c. Whether new or substantially changed personnel or systems, and;
d. Extent and results of Federal awarding agency or the pass-through entity's monitoring.

7.6. Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.331(c). Examples of additional requirements authorized by 2 CFR 200.207 include:

a. Requiring payments as reimbursements rather than advance payments;
b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
c. Requiring additional, more detailed financial reports;
d. Requiring additional project monitoring;
e. Requiring the non-Federal entity to obtain technical or management assistance, and
f. Establishing additional prior approvals.

7.7. Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.331(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

7.8. Establish and maintain an accounting system which ensures compliance with the $25,000 limitation at 2 CFR 200.68 on including subaward costs in Modified Total Direct Cost for the purposes of distributing indirect costs.

7.9. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

7.10. Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR Part 200.308.

7.11. Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

7.12. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

7.13. Establish and maintain a system under 2 CFR 200.331(d)(3) and 2 CFR 200.521(c) for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

7.14. As provided in 2 CFR 200.332, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are

authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 7.1 through 7.14 above or will refrain from making subawards until the systems are designed and implemented.

8. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Reporting and Additional Post-Award Requirements

9. Central Contractor Registration/System for Award Management and Universal Identifier Requirements

9.1. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

9.2. Requirement for Data Universal Numbering System (DUNS) numbers. If the recipient is authorized to make subawards under this award, the recipient:

9.2.1. Must notify potential subrecipients that no entity (definition paragraph 9.3 of this award term) may receive a subaward unless the entity has provided its DUNS number.

9.2.2. May not make a subaward to an entity unless the entity has provided its DUNS number.

9.3. Definitions. For the purposes of this award term:

9.3.1. 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 (SAM) Internet site: https://www.sam.gov.

9.3.2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

9.3.3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

9.3.3.1. A Governmental organization, which is a State, local government, or Indian tribe;

9.3.3.2. A foreign public entity;

9.3.3.3. A domestic or foreign nonprofit organization;

9.3.3.4. A domestic or foreign for-profit organization; and

9.3.3.5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

9.3.4. Subaward:

9.3.4.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

9.3.4.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

9.3.4.3. A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

9.3.5. Subrecipient means an entity that:

9.3.5.1. Receives a subaward from the recipient under this award; and

9.3.5.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

10. Reporting Subawards and Executive Compensation

10.1. Reporting of first-tier subawards.

10.1.1. Applicability. Unless the recipient is exempt as provided in paragraph 10.4. of this award term, the recipient 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 10.5 of this award term).

10.1.2. Where and when to report. (1) The recipient must report each obligating action described in paragraph 10.1.1 of this award term to www.fsrs.gov. (2) 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 any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

10.1.3. What to report. The recipient must report the information about each obligating action as described in the submission instructions available at: http://www.fsrs.gov.

10.2. Reporting Total Compensation of Recipient Executives.

10.2.1. Applicability and what to report. The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

10.2.1.1. the total Federal funding authorized to date under this award is $25,000 or more;

10.2.1.2. in the preceding fiscal year, the recipient received:(i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and $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 CFR 170.320 (and subawards); and

10.2.1.3. 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.)

10.2.2. Where and when to report. The recipient must report executive total compensation described in paragraph 10.2.1 of this award term: (i.) As part of the registration Central System for Award Management profile available at www.sam.gov. (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

10.3. Reporting of Total Compensation of Subrecipient Executives.

10.3.1. Applicability and what to report. Unless exempt as provided in paragraph 10.4. of this award term, for each first-tier subrecipient under this award, the recipient 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:

10.3.1.1. in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 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 CFR 170.320 (and subawards); and (ii.) $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

10.3.1.2. 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.)

10.3.2. Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph 10.3.1. of this award term:

10.3.2.1. To the recipient.

10.3.2.2. By the end of the month following the month during which the recipient makes 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), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

10.4. Exemptions

10.4.1. If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

10.4.1.1. subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

10.5. Definitions. For purposes of this award term:

10.5.1. Entity means all of the following, as defined in 2 CFR 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; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

10.5.2. Executive means officers, managing partners, or any other employees in management positions.

10.5.3. Subaward:

10.5.3.1. 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 the recipient award to an eligible subrecipient.

10.5.3.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

10.5.3.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

10.5.4. Subrecipient means an entity that:

10.5.4.1. Receives a subaward from the recipient under this award; and

10.5.4.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

10.5.5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

10.5.5.1. Salary and bonus.

10.5.5.2. 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.

10.5.5.3. 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.

10.5.5.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

10.5.5.5. Above-market earnings on deferred compensation which is not tax-qualified.

10.5.5.6. 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.

11. Recipient Integrity and Performance Matters - Reporting of Matters Related to Recipient Integrity and Performance

11.1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

11.2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

11.2.1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

11.2.2. Reached its final disposition during the most recent five-year period; and

11.2.3. Is one of the following:

11.2.3.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

11.2.3.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

11.2.3.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

11.2.3.4. Any other criminal, civil, or administrative proceeding if:

11.2.3.4.1. It could have led to an outcome described in paragraph 11.2.3.1, 11.2.3.2, or 11.2.3.3 of this award term and condition;

11.2.3.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

11.2.3.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

11.3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a

second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

11.4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 11.1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

11.5. Definitions

For purposes of this award term and condition:

11.5.1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

11.5.2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

11.5.3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

11.5.3.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

11.5.3.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

12. Federal Financial Reporting (FFR)

Pursuant to 2 CFR 200.327 and 200.343, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 days after the end of each specified reporting period for quarterly and semi-annual reports, and 90 calendar days for annual and final reports. Extension of reporting due dates may be approved by EPA upon request of the recipient. The FFR form is available on the internet at: http://www2.epa.gov/financial/forms. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov or mail it to:

USEPA LVFC
4220 S. Maryland
Pkwy Bldg C, Suite
503
Las Vegas, NV 89119

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

13. Indirect Cost Rate Agreements

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current Federally-approved indirect cost rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval and a final rate has been determined by the cognizant agency. Recipients are responsible for

maintaining an approved indirect cost rate for the life of the award. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without prior approval from EPA.

14. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:
https://harvester.census.gov/facides/(S(3wauez2yufokbe3engv0dtek))/account/login.aspx.
For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: https://harvester.census.gov/facweb/Default.aspx.

15. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at:
http://www2.epa.gov/grants/frequently-asked-questions-about-closeout-information.

16. Suspension and Debarment

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at: http://www.sam.gov. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

17. Disclosing Conflict of Interests

17.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the

COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

17.2. For awards to states including state universities that are state agencies or instrumentalities As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding

from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.74. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with section s 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

Programmatic General Terms and Conditions

18. Sufficient Progress
EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

19. Copyrighted Material and Data
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the

copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

20. Patents and Inventions
Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at http://iEdison.gov. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

21. Acknowledgement Requirements for Non-ORD Assistance Agreements
The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: http://www.nsf.gov/awards/managing/rtc.jsp. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

22. Electronic and Information Technology Accessibility
Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such

technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.
Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see http://www.access-board.gov/sec508/guide/index.htm).

23. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

24. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send

requests for approval to the EPA Project Officer and include:
(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
(2) A description of the purpose, agenda, location, length and timing for the event; and,
(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

25. Tangible Personal Property

25.1 Reporting Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding $5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

25.2 Disposition

25.2.1 Most Recipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this award term, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally

funded projects whether or not the project or program continues to be supported by Federal funds.

25.2.2 State Agencies. Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

25.2.3 Superfund Recipients. Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

26. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with *EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern* (EPA DURC Order) and *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy).* If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

**"Life Sciences Research,"* for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

Public Policy Requirements

27. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

a. Statutory Requirements

i. In carrying out this agreement, the recipient must comply with:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities

receiving Federal financial assistance.

ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:

1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and https://www.justice.gov/crt/title-ix

iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

b. Regulatory Requirements

i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:

1. For Title IX obligations, 40 C.F.R. Part 5; and
2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
3. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi

ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf.

iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

28. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.**ecfr.gov/**.

29. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at https://apps.usfa.fema.gov/hotel/ to see if a property is in compliance, or to find other information about the Act.

30. Lobbying and Litigation

a. **All Recipients**.

i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

31. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

32. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the

course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

33. Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
   1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   2. Procure a commercial sex act during the period of time that the award is in effect; or
   3. Use forced labor in the performance of the award or subawards under the award.

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
   1. Is determined to have violated a prohibition in paragraph a of this award term; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
      a. Associated with performance under this award; or
      b. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our Agency at 2 CFR 1532.

b. **Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
   1. Associated with performance under this award; or
   2. 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 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by EPA at 2 CFR 1532

c. Provisions applicable to any recipient.

i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.

ii. Our right to terminate unilaterally that is described in paragraph a and b:
   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   2. Is in addition to all other remedies for noncompliance that are available to us under this award.

iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. **Definitions.** For purposes of this award term:

i. ''Employee'' means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
2. 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.

ii. ''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.

iii. ''Private entity'':

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
2. 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 CFR 175.25(b).
    b. A for-profit organization.

iv. ''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).

GULF COAST ECOSYSTEM RESTORATION COUNCIL

INTERAGENCY AGREEMENT STANDARD TERMS AND CONDITIONS

5/5/2016

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1. Statutory and National Policy Requirements

The Servicing Agency, and all non-Federal entity recipients and subrecipients, must 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, agreements and approved applications. Any inconsistency or conflict in terms and conditions specified in the agreement will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, and these terms and conditions. Some of the terms and conditions herein 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 assurances. To the extent that it is a summary, such provision is not in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

The Servicing Agency shall administer the project in compliance with the Servicing Agency's existing statutes, regulations, and grant policies. The terms and conditions contained in this Appendix are in addition to the Servicing Agency's existing statutory and regulatory requirements, and grant policies.

2. Program Requirements

Pursuant to 31 C.F.R. § 34.803(d), the Servicing Agency must use funds only for the purposes identified in the Agreement. All activities under the agreement must meet the eligibility requirements for the Comprehensive Plan Component as defined in 31 C.F.R. § 34.202.

.01 Performance Reports

The Servicing Agency is responsible for providing financial and performance information. The Servicing Agency must submit performance reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, electronically to the Council Grants Officer. Performance reports must be submitted every six months in the Council's automated grants management system, the Restoration Assistance and Awards and Management System (RAAMS) and are due no later than 30 days following the end of each reporting period.

Reporting periods will be specified in the agreement for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof. The Servicing Agency must require a non-Federal entity receiving a financial assistance award under this agreement to submit performance reports that align with the requirements of 2 C.F.R. §§ 200.301 and 200.328, and Servicing Agency performance reports to the Council will incorporate information from such non-Federal entity reports. The Servicing Agency must retain all subrecipient reports, and make them available to the Council upon the request of the Grants or Program Officer in accordance with 2 C.F.R. § 200.333.

.02 Observational Data Management and Delivery

a. Data Sharing: All data compiled, collected, or created under this Financial Award must be provided to the Council on a yearly basis and 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, except 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 understand 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 a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

b. Timeliness: Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the funding agreement (not including any extensions or follow-on funding), whichever first occurs.

c. Data produced under this Agreement and made available to the public must be accompanied by the following statement: "These data and related items of information do not represent any RESTORE Council determination, view, or policy."

d. 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 Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

e. 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). 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.

.03 Reporting on Real Property

The Servicing Agency must require a non-Federal entity receiving a financial assistance award under this agreement 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. In those instances where the Federal interest attached is for a period of 15 years or more, the Servicing agency or pass-through entity, at its option, may require a non-Federal entity to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or

the Servicing agency or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.04 Programmatic Changes

The Servicing Agency must report programmatic changes to the Council Program Officer when those changes are equivalent to changes listed in 2 C.F.R. § 200.308 "Revision of budget and program plans."

.05 Other Federal Funding of Similar Programmatic Activities

The Servicing Agency must immediately provide written notification to the Federal Program Officer and the Grants Officer in the event that, subsequent to signature of the agreement, other funds are received to support or fund any portion of the scope of work incorporated into the agreement. Council will not pay for costs that are funded by other sources.

.06 Non-Compliance with Agreement Provisions

Failure to comply with any or all of the provisions of this agreement may be considered grounds for any or all of the following actions: temporarily withhold cash payments pending correction of the deficiency by the Servicing Agency; wholly or partly suspend or terminate this agreement; or take other remedies that may be legally available, consistent with the dispute resolution clause of the agreement.

For awards made under this agreement to a non-Federal entity, the Servicing Agency must monitor those recipients and subrecipients for compliance with the terms of the award. Should non-compliance be found, the Servicing Agency may take one or all of the following actions: temporarily withhold cash payments pending correction of the deficiency by the Servicing Agency or more severe enforcement action in accordance with 2 C.F.R. § 200.338 by the Servicing Agency or pass-through entity; 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; wholly or partly suspend or terminate the award; initiate 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, recommend such a proceeding be initiated by the Servicing Agency); withhold further awards for the project or program; or take other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Servicing Agency

The Servicing Agency shall not transfer, pledge, mortgage, or otherwise assign this agreement, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

The Council expressly disclaims any and all responsibility or liability to the Servicing Agency or third persons for the actions of the Servicing Agency or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this agreement or any award or contract under this agreement.

3. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. The Servicing Agency shall submit financial reports providing information equivalent to that required in a "Federal Financial Report" (Form SF-425 or any successor form, or another format as required by the RESTORE Council) on a semi-annual basis through RAAMS. Reporting periods will be specified in the agreement for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 or equivalent shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically through RAAMS.

c. Pursuant to 31 C.F.R. § 34.803(e), the Servicing Agency must report at the conclusion of the agreement period, or other period specified by the Council, on the use of funds pursuant to the agreement. The report must be sent to the Council and include the following information:

1. A description of the use of all funds received.
2. A statement that funds were used only for purposes identified in the agreement.
3. A certification that the Servicing Agency maintains written documentation sufficient to demonstrate the accuracy of these statements.
4. For Servicing Agencies, a certification that the foregoing elements are reported accurately and that the certification is made from personal knowledge and belief after reasonable and diligent inquiry.

The report certifications must be signed by a senior authorized official(s) of the Servicing Agency receiving agreement funds who can legally bind the organization, and who has oversight and authority over the administration and use of the funds in question. These certifications are in addition to those required by 31 C.F.R. § 34.802 which are discussed in section 15 of these Terms and Conditions.

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), the Servicing Agency must require each state receiving a financial assistance award under this agreement, including a state's administrative agents and the Gulf Consortium of Florida counties, to expend and account for the award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, 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 receiving a financial assistance award under this agreement from the Servicing Agency 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.”

.03 Agreement Payments

a. Funding disbursements under this agreement will be handled according to Federal procedures for interagency transfers of funds and will be done through the Federal IPAC system.

b. The RESTORE Council Agreement Number must be included on all payment-related correspondence, information, and forms.

.04 Program Income

a. If the Servicing Agency is authorized to receive income related to agreement activities, the Council and Servicing Agency will mutually agree whether any such income will be deducted from total amount transferred.

b. When the Servicing Agency makes a financial assistance award to a non-Federal entity under this agreement, the recipient is encouraged to earn income to defray program costs where appropriate. Any program income must be earned and applied consistent with the requirements of 2 C.F.R. § 200.307. Recipients must track program income in accordance with the requirements in 31 C.F.R. § 34.803(b). All program income must be documented in financial reports submitted to the Council for the period in which the income was earned.

.05 Budget Changes and Transfer of Funds among Categories

a. Requests for budget changes to the approved estimated budget in accordance with the provision noted below must be negotiated between the RESTORE Council and Servicing Agency. The revisions must be submitted in writing through RAAMS.

1. Construction Awards. For construction Federal awards, the Servicing Agency must request prior written approval promptly from the Council for budget revisions whenever 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.
   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, the Servicing Agency must request prior approval from the Council Grants Officer for one or more of the following program or budget-related reasons:

   i. Change in the scope or the objective of the project or program;
   ii. Change in a key person specified in the agreement;
   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 74 Appendix E, “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"; and

vi. Unless described in the agreement, the subawarding, transferring or contracting out of any work under the agreement. This provision does not apply to the acquisition of supplies, material, equipment or general support services.

3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the agency must request prior written approval from the Council before making any fund or budget transfers between the two types of work supported.

b. Transfers of funds by the Servicing Agency among direct cost categories are permitted when the amount of the agreement is $150,000 or less. When the amount of the agreement exceeds $150,000, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceed 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Council 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 Servicing Agency to create new budget categories within an approved budget unless the Grants Officer has provided prior approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose will not be permitted. In addition, this provision does not prohibit the Servicing Agency from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308.

c. The Servicing Agency is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa, without written prior approval of the Grants Officer.

.06 Indirect Costs and Facilities and Administrative Costs

a. Indirect costs will not be allowable charges under this agreement unless expressly permitted and specifically included as a line item in the agreement's approved budget.

b. Indirect costs are subject to the three (3) percent cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three (3) percent cap on administrative expenses applies only to the Servicing Agency and does not flow down to financial assistance awards made under this agreement to a non-Federal entity.

c. Excess indirect costs may not be used to offset unallowable direct costs.

.07 Incurring Costs or Obligating Federal Funds beyond the Expiration Date

a. The Servicing Agency shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the agreement period specified in box 5 of the 7600A, which is the time during which the Servicing Agency may incur new obligations to carry out the work authorized under this agreement. The Servicing Agency must include start and end dates of the period of performance in all financial assistance awards and subawards made under this agreement to non-Federal entities and must comply with the requirements of 2 C.F.R. §§ 200.77 and 200.309.

b. Any extension of this agreement can only be authorized by both parties in writing consistent with the amendment provisions of the agreement. Verbal or written assurances of funding does not constitute authority to obligate funds for programmatic activities beyond the end of this agreement.

c. The Council has no obligation to provide any additional prospective funding. Any amendment of this agreement to increase funding and to extend the project period is at the sole discretion of Council.

    1. Requests from the Servicing Agency for additional funds, including contingency costs associated with costs overruns, require express written approval of the Grants Officer.

4. INTERNAL CONTROLS

Any financial assistance awards made under this agreement to non-Federal entities must have internal controls consistent with 2 C.F.R. § 200.303

5. PROPERTY STANDARDS

.01 Real Property

a. Any financial assistance awards made under this agreement to non-Federal entities must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

b. 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).

c. 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.

.02 Equipment

Any financial assistance awards made under this agreement to non-Federal entities must comply with equipment standards provided in 2 C.F.R. §§ 200.313 “Equipment” and 200.439 “Equipment and other capital expenditures.”

.03 Supplies

Title to supplies vests in the Servicing Agency upon acquisition. Any financial assistance awards made under this agreement to non-Federal entities must comply with supply standards provided in 2 C.F.R. §§ 200.314 “Supplies” and 200.453 “Materials and supplies costs, including costs of computing devices.”

.04 Intangible Property

a. Title to intangible property[1] acquired under a financial assistance award made under this agreement to non-Federal entities vests upon acquisition in the recipient. All financial assistance awards made under this agreement must comply with the intangible property standards in 2 C.F.R. § 200.315 "Intangible property".

b. A non-Federal entity receiving a financial assistance award made under this agreement may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award. The Servicing Agency must reserve, on behalf of the Council, a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

c. The Council and Servicing Agency, as permitted by Federal law, have the right to:

   i. Obtain, reproduce, publish, or otherwise use the data produced under a financial assistance award made under this agreement to a non-Federal entity; and
   ii. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

.05 Disposition of Property

a. Any financial assistance awards made under this agreement to non-Federal entities must comply with the disposition requirements in 2 C.F.R. § 200.313(e) and 2 C.F.R. § 200.311(a).

b. If the Servicing Agency possesses appropriate legal authority, interest in property will vest with the Servicing Agency in accordance with 2 C.F.R. Part 200. In all other circumstances, disposition of property will be handled in accordance with government-wide regulations.

.06 Operations and Maintenance Costs

Any operations and maintenance costs associated with a project are, subject to the availability of appropriations, the responsibility of the Servicing Agency, unless the Council has agreed to pay all or some portion of those expenses pursuant to the original agreement or an amendment to this agreement.

.07 Property Trust Relationship

Real property, equipment, and intangible property, that is acquired or improved with funds under this agreement – including financial assistance awards made under this agreement to non-Federal entities – must be held in trust by the Servicing Agency, or non-federal entity as applicable, as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the Servicing Agency to record liens or other appropriate notices of record to indicate that

[1] 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).

personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

6. PROCUREMENT STANDARDS

Any financial assistance awards made under this agreement to non-Federal entities must comply with the procurement standards in 2 C.F.R. §§ 200.317 through 200.326.

7. 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 Servicing Agency must ensure that any non-Federal entity receiving a financial assistance award under this agreement complies with the non-discrimination requirements below.

.01 Statutory Provisions and Executive Orders

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*);

b. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*);

c. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*);

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*);

f. Any other applicable non-discrimination law(s);

g. Parts II and III of Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375 and E.O. 12086, and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)); and

h. Executive Order 13166, "Improving Access to Services for Persons With Limited English Proficiency."

.02 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.

8. AUDITS

Documentation related to this agreement and any financial assistance awards or contracts made under this agreement to non-Federal entities must be available for review or audit at any time by appropriate officials of the Servicing Agency, the Council, pass-through entity, and Government Accountability Office (GAO).

Additionally, under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.,* an audit of this agreement may be conducted at any time. The Department of the Treasury's Office of the Inspector General, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the Servicing Agency, 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. The Treasury Office of Inspector General (OIG) and the Council are authorized to audit Council awards. *See* Section 1608 of the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (Subtitle F of Title I of Pub. L. 112-141); *and see* 31 C.F.R. §§ 34.205, 34.406, and 34.805. If the Treasury OIG requires a program audit on a Council agreement, the OIG will usually make the arrangements to audit this agreement, whether the audit is performed by OIG personnel, an independent accountant under contract with Council, or any other Federal, State, or as appropriate, local audit entity. *See* 2 C.F.R. Part 200, Subpart F, "Audit Requirements."

9. DEBTS

The Servicing Agency must ensure that any non-Federal entities in receipt of a financial assistance award made under this agreement promptly pays any debts determined to be owed the Federal Government in accordance with 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 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 Servicing Agency 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 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 necessitate the Servicing Agency taking further action as specified in the standard term and condition entitled "Non-Compliance With Agreement Provisions." Except when required under the Treasury Offset Program, funds for payment of a debt cannot 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).

10. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Servicing Agencies

The Servicing Agency must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to financial assistance award funds made under this agreement to non-Federal entities to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

.02 Applicability of Award Provisions to Subrecipients

a. The Servicing Agency shall require all recipients and subrecipients receiving sub-grants or cooperative agreements, including lower tier subrecipients, under this agreement to comply with the provisions of this agreement, including applicable cost principles, administrative, 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). Servicing Agencies that directly contract with non-federal entities must do so in accordance with Federal Acquisition Regulations.

b. Prior to dispersing funds to a recipient or subrecipient, the Servicing Agency must execute a legally-binding written agreement with the entity receiving the award or subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement will extend all the applicable program requirements to the recipient or subrecipient.

c. A Servicing Agency is responsible for recipient and subrecipient monitoring, including the following:

    1. Federal Award Identification. The Servicing Agency must ensure that all subawards include the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, include the changes in 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. Recipient/subrecipient name (which must match registered name in DUNS);
        ii. Recipient's/subrecipient's universal identifier (*e.g.*, 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. Award/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 recipient/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 this agreement is Research &Development; and
xiii. Indirect cost rate for the Federal award (including if the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The Servicing Agency is responsible for oversight of the operations of supported activities under this agreement. The Servicing Agency must monitor its activities under this Agreement to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Servicing Agency 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 Servicing Agency monitors activities of the recipient/subrecipient as necessary to ensure that the award/subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the award/subaward; and that award/subaward performance goals are achieved. Pass-through entity monitoring of the recipient/subrecipient must include:

   i. Reviewing financial and programmatic reports required by the pass-through entity.
   ii. Following-up and ensuring that the recipient/subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the recipient/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 recipient/subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Recipient/subrecipient Audits. The Servicing Agency is responsible for ensuring that recipients/subrecipients expending $750,000 or more in Federal awards during the recipient's/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 of the end of the recipient's/subrecipient's audit period. In addition, the Servicing Agency is required to issue a management decision on audit findings within six (6) months after receipt of the recipient's/subrecipient's audit report, and ensuring that the recipient/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

All awards/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," or the Federal Acquisition Regulations unless otherwise approved in writing in advance by the Servicing Agency's grants or contracting officer. The Servicing Agency must be alert to organizational conflicts of interest as well as other practices among recipients/subrecipients that may restrict or eliminate competition. In order to ensure objective recipient/subrecipient performance and eliminate unfair competitive advantage, recipients/subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such awards/subawards.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts[2]

a. The Servicing Agency shall include the following notice in each request for applications or bids for an award, subaward, contract, or subcontract, as applicable:

Applicants/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/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).

b. All non-federal contracts made under Federal assistance awards under this agreement must include the "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," in 2 C.F.R. Appendix II to part 200. These are in addition to other provisions required by the Council or Servicing Agency.

c. The Servicing Agency shall include the following clauses in any contract solicitation conducted pursuant to this Agreement. Such terms should be incorporated by reference into the contract.[3]

This term requires an offeror to disclose its status as a Gulf Coast firm and to represent that it will itself perform a minimum percentage of the cost of the contract.

(a) The offeror represents as part of its offer that it () is, () is not a firm residing, headquartered or principally engaged in business in a Gulf Coast state.

(b) If the offeror represents that it is a firm residing, headquartered or principally engaged in business in a Gulf Coast state, the offeror shall furnish documentation to support the representation if requested by the Contracting Officer. The solicitation may require the offeror to submit with its offer documentation to support the representation.

(c) The offeror represents that in the case of a contract for services (except construction), the firm will perform services representing at least 50 percent of the total labor costs under the contract with its own employees.

(d) The offeror represents that in the case of a contract for supplies or products (other than procurement from a non-manufacturer of such supplies or products), the firm will itself manufacture

[2] This provision may be updated upon resolution of local contracting preference decisions.

[3] It is a requirement that the Council develop ST&Cs for local contracting. As drafted, the FRN on local contracting requires the certification and one of the two options (tie-breaker or assigned weight).

such supplies or products representing at least 50 percent of the total manufacturing costs under the contract (excluding costs of materials).

(e) The offeror represents that in the case of a contract for general construction services, the firm will perform services representing at least 15 percent of the total labor costs under the contract with its own employees.

The Servicing Agency should choose one of the following evaluation factors in order to notify prospective vendors that the Servicing Agency will prefer Gulf Coast firms in making the award.

Proposal Preparation Instructions – Each offeror shall identify whether or not it is a firm residing, headquartered or principally engaged in business in a Gulf Coast state.

Evaluation Factor 1 – It is the policy of [Servicing Agency] to encourage the participation of Gulf Coast firms in the procurement process. As a result, this solicitation includes a preference for Gulf Coast firms. If [Servicing Agency] determines all other factors to be equivalent, [Servicing Agency] will give preference to a Gulf Coast firm. [Servicing Agency] will review your Gulf Coast firm status at the time the solicitation closes.

Evaluation Factor 2 [to be assigned relative weight by the Servicing Agency] – It is the policy of [Servicing Agency] to encourage the participation of Gulf Coast firms in the procurement process. As a result, this solicitation includes a preference for Gulf Coast firms. [Servicing Agency] will evaluate your proposal to determine if you are a Gulf Coast firm.

.05 Subaward and/or Contract to a Federal Agency

a. The Servicing Agency, 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 to the Council for review and approval. The Council will notify the Servicing Agency in writing of the final determination.

11. ENVIRONMENTAL COMPLIANCE

Non-federal entities receiving financial assistance awards under the agreement must comply with all applicable environmental laws, regulations, and policies. Laws, regulations, and policies potentially applicable to Servicing Agency actions and/or applicants and non-federal entities receiving financial assistance awards under this agreement may include but are not limited to the statutes and Executive Orders listed below:

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)
.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)
.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)
.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)
.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

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)
.07 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")
.08 Executive Order 13112 ("Invasive Species")
.09 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), 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")
.10 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)
.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)
.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)
.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*)
.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)
.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*)
.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*)
.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
.18 Rivers and Harbors Act (33 U.S.C. § 407)
.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")
.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")
.21 Farmland Protection Policy Act (7 U.S.C. § 4201 *et seq.*)
.22 Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)
.23 Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*)

12. MISCELLANEOUS REQUIREMENTS

The Servicing Agency must comply, or assure compliance on the part of non-Federal recipients receiving awards under this agreement, with the following statutes, regulations, Executive Orders and government-wide requirements:

.01 Criminal and Prohibited Activities:
   a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*);
   b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively);
   c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*); and
   d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), and the Copeland "Anti-Kickback" Act as it applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
.02 Drug-Free Workplace 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)
.03 The Fly America Act (49 U.S.C. § 40118) and implementing regulations of the Fly America Act (41 C.F.R. §§ 301-10.131 through 301-10.143)
.04 Executive Order 13043 "Increasing Seat Belt Use in the United States"
.05 Research Involving Human Subjects (15 C.F.R. Part 27, "Protection of Human Subjects")
.06 Minority Serving Institutions Initiative (Executive Orders 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")

.07 Research Misconduct (Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260))

.08 Publications, Videos 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). The Servicing Agency must obtain a copy of any publication materials, including but not limited to print, recorded or Internet materials, from non-federal entities receiving awards under this agreement.

b. When releasing information related to a funded project, the Servicing Agency must include a statement that the project or effort undertaken was or is sponsored by Council. The Servicing Agency is responsible for assuring that every publication of material based on, developed under, or otherwise produced under the agreement, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer: "*This [report/video/etc.] was prepared by [Servicing Agency 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.*"

.10 Care and Use of Live Vertebrate Animals:

a. Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq*.) and implementing regulations (9 C.F.R. Parts 1, 2, and 3)

b. Endangered Species Act (16 U.S.C. § 1531 *et seq*.)

c. Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq*.)

.11 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.

.12 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Export Administration Regulations (15 C.F.R. §§ 730-774) and the Department of State International Traffic in Arms Regulations (22 C.F.R. §§ 120-130)

.13 The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended; the implementing regulations (2 C.F.R. Part 175); and incorporate into all awards made under this agreement the term required by 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)

.14 The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. § 6101) (www.USASpending.gov); and incorporate into all awards made under this agreement the term required by 2 C.F.R. Part 170, Appendix A (http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf)

13. CERTIFICATIONS

At a minimum, the Servicing Agency must include in all awards made under the agreement, the certifications and assurances required by 31 C.F.R. § 34.802 (See 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(s) of the entity receiving IAA funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH



1. Letter of Support

Motion made by Commissioner Bergosh, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson absent, approving, and authorizing the Chairman to sign, a letter of support to include an eastbound right turn lane on the current construction project at the intersection of Woodside Drive and Mobile Highway.

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL



1. USEPA Grant Proposal

Motion made by Commissioner Bergosh, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson absent, taking the following action concerning a United States Environmental Protection Agency (USEPA) Grant Proposal to establish an Estuary Program for Pensacola and Perdido Bays:

A. Approving the USEPA Grant Proposal to establish an Estuary Program for Pensacola and Perdido Bays; and

B. Authorizing staff to submit the Grant Proposal and letters of support to the USEPA on behalf of the Bay Area Resource Council (BARC).



2. PD 15-16.007

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, approving to table, to July 27, 2017, the recommendation that the Board take the following action concerning the Contract Amendment between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan (Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107/56301, Project #15EN3344, "Pensacola Beach Congestion Management Plan"; funds have been allocated in LOST IV, Cost Center 210106, for this project):

A. Approve, and authorize the County Administrator to sign, the Amendment of Agreement for Professional Services between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan; and

(Continued on Page 26)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
GULF OF MEXICO PROGRAM
2510 14th St., Suite 1212
Gulfport MS 39501
Phone 228-679-5900 / Fax 228-679-5921

August 31, 2017

Jeffrey T. Kirschenfeld, Director
Escambia County Board of County Commissioners, FL
Department of Natural Resources Management
221 Palafox Place
Pensacola, FL 32502-6909
jtkirsche@myescambia.com

RE: EPA-GM-2017-RESTORE-Estuary-Program RESTORE Estuary Program (Planning)

Dear Mr. Kirschenfeld,

On behalf of the United States Environmental Protection Agency (EPA) Gulf of Mexico Program (GMP), I am pleased to inform you that EPA has selected the Escambia County Board of County Commissioners / Department of Natural Resources Management application for funding under the above-referenced announcement. The purpose of this letter is to advise you of the status of your application and to provide you with additional information regarding the next steps in the process.

Please note that funding for this project is through the RESTORE Council and will require the completion of both the RESTORE Council and EPA funding processes. This may result in additional processing time for receipt of the award. Please also note only a duly authorized grant officer can bind the government following approval of your final application. The award will not be final until both the EPA and RESTORE processes are completed and a notice of award approval is issued by the EPA award official and affirmed by your organization.

Please contact Matt Beiser at Beiser.matt@epa.gov for further guidance on finalizing your award.

Again, congratulations and we look forward to working with you on this important project.

Sincerely,

Ben Scaggs
Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14828 **County Administrator's Report 13. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Annual Certified Budget for Mosquito Control for Fiscal Year 2018-2019
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Annual Certified Budget for the Mosquito Control Division, Fiscal Year 2018-2019 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Annual Certified Budget for Mosquito Control for Fiscal Year 2018-2019, as required by the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, relating to the Mosquito Control Division, Department of Natural Resources Management.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds]

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides annual grant funding to Escambia County to supplement the Mosquito Control Program. The funding will be allocated under Cost Center 220703, Fund 106. In order to receive the Fiscal Year 2018-2019 grant, the State requires Escambia County to provide an Annual Certified Budget for Mosquito Control to show how the funds will be used. The Annual Certified Budget being approved with this recommendation is tentative because it is based on Escambia County's proposed Fiscal year 2018-2019 budget

Two (2) originals are required by the Florida Department of Agriculture and Consumer Services (FDACS) no later than September 30, 2018.

BUDGETARY IMPACT:

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal action with this recommendation.

PERSONNEL:

Approval of this certified budget recommendation requires no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The following citations of Florida law and rules apply: per Chapter 388.341, Florida Statutes (F.S.), Reports of expenditures and accomplishment; per Chapter 388.61, F.S., Department authority and rules; administration; and per Chapter 5E-13.027, Florida Administrative Code, Certified Budget, Filing.

IMPLEMENTATION/COORDINATION:

Mosquito Control Division management will ensure that Escambia County complies with the Annual Certified Budget and performs all functions required.

Attachments

MCD AnnualCertifiedBudgetFY2018-2019

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Submit to:
Mosquito Control
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

ADAM H. PUTNAM

Section 388.361, F.S. and 5E-13.027(1), F.A.C.
Telephone: (850) 617-7995; Fax (850) 617-7969

County or District **Escambia**

FISCAL YEAR: OCTOBER 1, 2018 - SEPTEMBER 30, 2019

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	$592,622.00	$592,622.00	
334.1	State Grant	$31,438.24	$0.00	$31,438.24
362	Equipment Rentals	$0.00	$0.00	$0.00
337	Grants and Donations	$0.00	$0.00	$0.00
361	Interest Earnings	$0.00	$0.00	$0.00
364	Equipment and/or Other Sales	$0.00	$0.00	$0.00
369	Misc./Refunds (prior yr expenditures)	$0.00	$0.00	$0.00
380	Other Sources	$0.00	$0.00	$0.00
389	Loans	$0.00	$0.00	$0.00
TOTAL RECEIPTS		$624,060.24	$592,622.00	$31,438.24
Beginning Fund Balance		$0.00	$0.00	$0.00
Total Budgetary Receipts & Balances		**$624,060.24**	**$592,622.00**	**$31,438.24**

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	$355,738.24	$349,517.00	$6,221.24
20	Personal Services Benefits	$170,954.00	$168,204.00	$2,750.00
30	Operating Expense	$1,089.00	$1,089.00	$0.00
40	Travel & Per Diem	$10,193.00	$500.00	$9,693.00
41	Communication Serv	$4,700.00	$4,700.00	$0.00
42	Freight Services	$490.00	$400.00	$90.00
43	Utility Service	$0.00	$0.00	$0.00
44	Rentals & Leases	$0.00	$0.00	$0.00
45	Insurance	$0.00	$0.00	$0.00
46	Repairs & Maintenance	$8,380.00	$7,880.00	$500.00
47	Printing and Binding	$400.00	$400.00	$0.00
48	Promotional Activities	$0.00	$0.00	$0.00
49	Other Charges	$500.00	$500.00	$0.00
51	Office Supplies	$1,565.00	$1,165.00	$400.00
52.1	Gasoline/Oil/Lube	$14,198.00	$14,198.00	$0.00
52.2	Chemicals	$51,616.00	$40,689.00	$10,927.00
52.3	Protective Clothing	$1,040.00	$1,040.00	$0.00
52.4	Misc. Supplies	$400.00	$400.00	$0.00
52.5	Tools & Implements	$340.00	$340.00	$0.00
54	Publications & Dues	$535.00	$400.00	$135.00
55	Training	$1,922.00	$1,200.00	$722.00
60	Capital Outlay	$0.00	$0.00	$0.00
71	Principal	$0.00	$0.00	$0.00
72	Interest	$0.00	$0.00	$0.00
81	Aids to Government Agencies	$0.00	$0.00	$0.00
83	Other Grants and Aids	$0.00	$0.00	$0.00
89	Contingency (Current Year)	$0.00	$0.00	$0.00
99	Payment of Prior Year Accounts	$0.00	$0.00	$0.00
TOTAL BUDGET AND CHANGES		$624,060.24	$592,622.00	$31,438.24
0.001	Reserves - Future Capital Outlay	$0.00	$0.00	$0.00
0.002	Reserves - Self-Insurance	$0.00	$0.00	$0.00
0.003	Reserves - Cash Balance to be Carried Forward	$0.00	$0.00	$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	$0.00	$0.00	$0.00
TOTAL RESERVES ENDING BALANCE		$0.00	$0.00	$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		**$624,060.24**	**$592,622.00**	**$31,438.24**
ENDING FUND BALANCE		**$0.00**	**$0.00**	**$0.00**

I certify that the budget shown was adopted on this_____Day of_____20_____

SIGNED:_____
Jeff Bergosh, Chairman of the Board

PAM CHILDERS
ATTEST: Clerk of Circuit Court
_____
Deputy Clerk

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED:_____
Mosquito Control Program

FDACS-13617 Rev. 07/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14820 **County Administrator's Report 13. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Group Medical Insurance
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance:

A. Approve the employee and retiree health insurance premiums; Attachment 1 shows premiums reflecting a $50 discount for employees who do not use tobacco; Attachment 2 shows the health insurance premiums for the County's retirees; Medicare Advantage, Pharmacy and Medicare Plan F premiums will be determined later. Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

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

C. Authorize the Health Care Opt-out Program at the same amount as 2018 plan year; and

D. Authorize the following plan design changes to assist in aligning our plans to our costs (net claims per employee per month) and Affordable Care Act requirements upon losing our Grandfather status:

- No changes to the HSA (Health Saving Plans)
- Blue Option 1352
  - Change the deductible from - $750 (single)/$2,250 (family) to $1,000 (single) /$3,000

(family)
    - Change the Out-of-Pocket maximum from - $3,000 (single)/$9,000 (family) to $3,250 (single)/$9,750 (family)
    - Wellness Preventive Care - $20 copay/20% coinsurance to 100% (deductible waived) (Affordable Care Act)
    - Walk-In Urgent Care Visit – Deductible + 20% to a $50 co-pay
    - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
- Blue Option 1552
    - Change the deductible from - $500 (single)/$1,500 (family) to $750 (single)/$2,250 (family)
    - Change the Out-of-Pocket maximum from - $2,000 (single)/$6,000 (family) to $2,250 (single)/$6,750 (family)
    - Wellness Preventive Care - $15 copay/$30 copay to 100% (deductible waived) (Affordable Care Act)
    - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
    - Increase the premiums for both the employer and employee contribution by 8.8%

BACKGROUND:

In 2018, the County added an additional 120 eligible employees to its plan through Mass Transit. Also, in 2017, we had 17 claims over $125,000, in 2016 we had 10 claims over $125,000, and 9 claims over $125,000 in 2015. We saw a 30% increase in our stop/loss premiums due to our claims history in 2017. Our claims are trending this year at $21,070,247. Stop Loss is trending at $2,069,153. This does not include the staffing cost, the cost of the clinic or any retirees that we have on Medicare Plan F, Pharmacy, or Medicare Advantage plan.

The County has been able to maintain the Grandfather Clause under the Affordable Care Act (ACA) since it was put in place (2010). The Affordable Care Act has strict rules on how an organization can maintain this status and there are very few plans that are still Grandfathered under the ACA.

With the help of USI, it was recommended that in 2019, we move away from the Grandfathering to look at ways to mitigate our cost by making slight plan changes.

Presently, the HSA plan does not have to be changed.

Wellness Preventative Care – Will be covered waiving any co-pays or deductibles for both 1352 and 1552. This is required by the ACA once we remove our Grandfather status.

Emergency Room - Both 1352 and 1552 plans - Increased our co-pay for employees going to the emergency room from $100+20% co-insurance to $200+20% co-insurance.

We want to encourage our members to use our County Health Clinic and Urgent Care facilities in the area. Cost for emergency room care is three times more than going to an urgent care facility. Our number of visits are high for the emergency room. When we were briefed in past years by Florida Blue, some of our members were using the ER as their primary care. Emergency Rooms are extremely important in the health care

environment. If a member is admitted into the hospital the co-pay for the ER is waived.

Per the ACA, all emergency visits will be considered in network.

Urgent Care – 1352 Plan (Only) – Change the urgent care visit from deductible + 20% co-insurance to a $50 co-pay. This provides employees an incentive to utilize the urgent care versus the ER if they are unable to see their primary care or the County clinic. We have a number of urgent care facilities in both Escambia and Santa Rosa County with extended work hours.

Deductible - for both 1352 and 1552 plans:
1552 plan deductible will change from $500 for single/$1,500 for family to $750 for single/$2,250 for family
1352 plan deductible will change from $750 for single/$2,250 for family to $1,000 for single/$3,000 for family

The national average for health care deductibles is $1,000. On average, 15-18% of our members meet their deductibles.

Out-of-Pocket-Maximum

1552 - Out-of- Pocket maximum change from $2,000 single/$6,000 family to $2,250 single/$6,750 family
1352 - Out-of-Pocket maximum change from $3,000 single/$9,000 family to $3,250 single/$9,750 family

This change coincides with the changes to the deductible.

Increase Premiums on the 1552 Plan Only

One of the key indicators when evaluating our plans was “the net claims per employee per month” since 2015. The 1352 and HSA plans are within $100 of each other (i.e. between $525 to $625). While the 1552 plan spread has been increasing every year. In 2015, it was $300 more than the other plans and in 2018, the spread is over $500. We recommend adjusting the premium to support the value of the plan.

We are continually looking at ways to reduce costs through plan design, stop loss measures, and any other available measures. In the next year, the County will be actively looking at ways to reduce costs and still have a health plan that will be attractive to our employees.

With our Plans becoming ACA compliant, our plan names will be changing. Florida Blue will notify the County once this has been completed. The name change will become effective January 1, 2019.

The County will offer the existing plans and will provide individual supplement options during open enrollment for retirees that are Medicare-eligible.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Codes 53401 and 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, Human Resources Information System, and work with Florida Blue to ensure changes are made in the respected systems.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A purchase order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with Legal, the Office of Purchasing, FRS, and the other appointing authorities to ensure all changes are made in the respected systems.

Attachments

Attachment 1 Health Ins Rates 2019

Attachment 2 Retiree Rates 2019

ATTACHMENT 1

Funding Breakdown (Tobacco Discount)

Health Care **Monthly** Rates for January 2019 – December 2019

	Total Contribution 1352	County Portion Non-Tobacco BO 1352	County Portion Tobacco BO 1352	EE Cost Non-Tobacco BO 1352	EE Cost Tobacco BO 1352	Total Contribution BO 1552	County Portion Non-Tobacco BO 1552	County Portion Tobacco BO 1552	EE Cost Non-Tobacco BO 1552	EE Cost Tobacco BO 1552
Employee	$610.17	$578.67	$528.69	$31.50	$81.50	$717.38	$637.97	$587.97	$79.90	$129.90
Employee & Spouse	$1,452.96	$1,243.90	$1,193.90	$209.06	$259.06	$1,708.27	$1,378.34	$1,328.34	$332.14	$382.14
Employee & Children	$1,307.84	$1,120.86	$1,070.86	$186.98	$236.98	$1537.65	$1,216.19	$1166.19	$323.64	$373.64
Employee & Family	$1,889.01	$1,630.43	$1,580.43	$258.58	$308.58	$2,220.16	$1,753.93	$1,703.93	$469.38	$519.38

	Contribution HSA 1168/1169	*HSA $600/yr	***Setup Fee	Admin Fee	Contribution HSA	County Portion HSA for Non-Tobacco	County Portion HSA for Tobacco	EE Cost HSA 1168/1169 Non-Tobacco	EE Cost HSA 1168/1169 Tobacco
Employee	$491.17	$50.00	$1.67	$2.50	$545.34	$545.34	$495.34	$0.00	$50.00
Employee & Spouse	$1,169.59	$50.00	$1.67	$2.50	$1,223.76	$1,124.14	$1,074.14	$99.62	$149.62
Employee & Children	$1,052.79	$50.00	$1.67	$2.50	$1,106.96	$1,016.66	$966.66	$90.30	$140.30
Employee & Family	$1,520.06	$50.00	$1.67	$2.50	$1,574.23	$1,446.63	$1,396.63	$127.60	$177.60

Dental Premiums	Total Premium for Low Option	County Portion for Low Option	EE Cost for Low Option	County Portion for Low Option with HIR	EE Cost for Low Option with HIR	Total Premium for High Option	County Portion for High Option	EE Cost for High Option	County Portion for High Option with HIR	EE Cost for High Option with HIR
Employee	$22.90	$17.90	**$5.00**	$22.90	$0.00	$26.25	$13.27	**$12.98**	$26.25	$0.00
Employee & Spouse	$39.62	$17.84	**$21.78**	$30.82	$8.80	$45.45	$13.53	**$31.92**	$26.31	$18.94
Employee & Children	$39.66	$17.86	**$21.80**	$30.84	$8.82	$45.48	$13.54	**$31.94**	$26.52	$18.96
Employee & Family	$61.89	$30.91	**$30.98**	$43.89	$18.00	$70.34	$26.40	**$43.94**	$39.38	$30.96

Vision Care Premiums	EE Premiums (deducted once per month – 2nd paycheck of the month)

ATTACHMENT 1

Employee	**$ 4.94**
Employee & Spouse	**$ 9.88**
Employee & Children	**$ 9.38**
Employee & Family	**$ 14.78**

*The County gives employees electing the Health Saving Account (HSA) $600 employer contribution into the employee's HSA Bank account. The County or the appointing authority pays the $600 upfront at the beginning of the plan year. New Hires receive a pro-rated amount determined by the insurance eligibility date. *Administrative fees are paid by the agency on a monthly basis for employees. * Setup fees are only for new accounts and is a one-time fee of $20.00 paid by the appointing authority.

* Any employee waiving the County-sponsored health insurance will receive $10,000 in additional life insurance coverage for a total of $50,000 (County paid). In addition, an employee not electing health insurance can enroll in the **Dental plan with HIR** (health insurance replacement) and receive a **$12.98** per month discount on their dental premium.

ATTACHMENT 2

2019 OPEN ENROLLMENT
Health Insurance Premiums for Retirees

Blue Options PPO Plans
Rate effective dates:
January 2019 – December 2019

Retirees	PPO 1352 Premiums	PPO 1552 Premiums
Retiree	$610.17	$717.38
Retiree & Spouse	$1,452.96	$1,708.27
Retiree & Children	$1,307.84	$1,537.65
Retiree & Family	$1,889.01	$2,220.16
Dependent/Spouse (for Split Contracts)	$887.15	$990.89

2018 Rates for Blue Medicare PPO and Blue Medicare RX Plans

Retirees	*BlueMed PPO Premium	BlueMed RX (Pharmacy Coverage Only)
Retiree **or** Spouse **(each)**	**$279.61**	**$98.19**

No Increase for the Supplement Plan F Participants for 2018

Note: The premiums for Blue Medicare PPO and Blue Medicare RX (Pharmacy coverage only) are determined by CMS and Florida Blue.

***To be eligible for BlueMed PPO you must have Medicare Part A & B and reside in Florida.**

*** Note: Retirees who choose BlueMed would have individual coverage. Retirees who are Medicare-eligible and their spouse is not Medicare- eligible, can still elect either BlueMed PPO or the Rx Plan and their spouse would be offered single coverage with the Non-Medicare product (i.e. Blue Option 1352 or 1552). Blue Medicare Group Supplement Plan F is not offered to new enrollees. If you are already on the Blue Medicare Group Supplement Plan F, you can remain on this plan.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14826 **County Administrator's Report 13. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Change Order 1 to Purchase Order 180592 to Blue Cross Blue Shield of Florida
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order in Excess of $50,000, to Blue Cross/Blue Shield of Florida for Administrative Services and Stop Loss Insurance - Eric Kleinert, Human Resources Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order 1, in excess of $50,000, adding funds for Administrative Services and Stop Loss Insurance for the County's Self-Funded Health Insurance Plan:

Department:	Human Resources
Division	Benefits
Type	Addition
Amount	$1,124,000
Vendor	Blue Cross/Blue Shield of Florida
Purchase Order	180592
Change Order	1
Original Award Amount	$20,332,474
Cumulative Amount of Change Orders Through This Change Order:	$0
New Purchase Order Total	$21,446,474

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54501]

BACKGROUND:

Presently, we are trending to spend $21,070,257 for this Fiscal year in claims. We still have August and September to pay and our claims vary each month. Since January 2018, we have had monthly claims as high as $2,102,587 and as low as $1,621,977. We want to ensure the money is available for any influx in claims, since it is the end of the Fiscal year. Our utilization (claims vs. premiums) for this Fiscal year is running approximately 97%. This includes stop/loss and administrative premiums, claims, clinic operational costs, and benefit staffing costs. In October, we increased our eligibility by approximately 120 employees when Mass Transit became part of the County's medical program.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund 501, Health Plan.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of $50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Change Order to increase the purchase order accordingly. The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14824 **County Administrator's Report 13. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Change Order #2 for Purchase Order 180589, Blue Cross Blue Shield of Florida
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2 for Purchase Order 180589, Blue Cross Blue Shield of Florida - Eric Kleinert, Human Resources Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, in excess of $50,000, to add funds to Purchase Order 180589, Blue Cross Blue Shield of Florida, for the Administrative Services and Stop Loss Insurance:

Department:	Human Resources
Division	Benefits
Type:	Addition
Amount	$176,000
Vendor:	Blue Cross/Blue Shield of Florida
Purchase Order:	180589
Change Order:	2
Original Award Amount:	$1,924,325
Change Order # 1:	$3,000
Change Order #2:	$176, 000
Cumulative Amount of Change Orders:	$179,000
New Purchase Order Total:	$2,103,325

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

BACKGROUND:

Each Fiscal year, our budget is completed in March and approved in September. Our stop loss fees for the next plan year are not determined until October or November. Last October, Mass Transit became part of the County's medical program, thus increasing the medical eligibility list by 120 employees. In January, due to our stop loss claims history, the County received a 30% increase in our premiums. The increase was approximately $230,000. This increase was not part of the 2017-2018 budget. The $176,000 will be the amount needed to complete this Fiscal year's premium payment.

BUDGETARY IMPACT:

Funding for the above Purchase Order is through Fund 501, Health Plan.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of $50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Change Order to increase the Purchase Order accordingly. The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14779 **County Administrator's Report 13. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Title Clearance Services Program Agreement with Legal Services of North Florida, Inc.
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc.:

A. Approve the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. (LSNF), in the amount of $60,000; and

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

[Funding: Fund 129/2018 CDBG, Cost Center 370232]

BACKGROUND:

Clouded titles and heir properties are detrimental to the community, often resulting in substandard or deteriorating housing stock since heirs cannot access financing to improve the property nor can the property be sold. Families may eventually lose the properties to code/nuisance abatement liens contributing to blighted vacant properties and structures. During the HUD 2017 Annual Planning process, staff noted the high use of the Title Clearance Services Program during the past fiscal year. Legal Services of North Florida (LSNF) has held multiple legal clinics and developed educational materials devoted to the importance of clear title. LSNF staff has spent significant time after the February tornados working with owners, particularly in the Century area, to clear title in order to assist with eligibility for County repair programs. Clear title is a requirement for assistance through the County's State Housing Initiatives Partnership (SHIP), Community Development Block Grant (CDBG), and HOME Investment Partnership Program (HOME) repair programs.

On August 2, 2018, the Board approved a line item for a Title Clearance Program as a Public Service element using CDBG funding (see Exhibit I) under the County Annual Plan. This contract continues the prior year agreement with LSNF.

Funds will support legal services to clear title for a minimum of 15 low or moderate income clients (estimating 25 cases to accomplish) in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes or properties. Preference is to be given to clients with improved properties. In addition to direct client services, a community education component will be provided to include a minimum of three outreach events.

BUDGETARY IMPACT:

Funding for this project is budgeted in Fund 129/CDBG, Cost Center 370232.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement (Exhibit II) has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

CDBG funding requires an Agreement to be approved by the Board.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division (NED) will oversee the implementation of this project in conjunction with LSNF.

Attachments

Annual Plan Approval

Ex II-LSNF CDBG Agreement

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the Escambia Consortium Florida 2018 Annual Action Plan:

   A. Approve the Escambia Consortium Florida 2018 Annual Action Plan for Housing and Community Development, detailing the use of 2018 Community Development Block Grant (CDBG) funds in the amount of $1,552,350 and 2018 HOME Investment Partnerships Program (HOME) funds in the amount of $1,199,416; and

   B. Authorize the County Administrator to execute all Escambia Consortium Florida 2018 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2018 CDBG and 2018 HOME Programs.

   [Funding: Fund 129/CDBG, Cost Centers 370232 and 370233; Fund 147/HOME, Cost Center 370270]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

3. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2018-82] which approves and authorizes the County Administrator to sign the Local Program Administrative Support Grant Application Form and Support Agreement with the Florida Commission for the Transportation Disadvantaged.

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

PUBLIC NOTICE

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, and Santa Rosa County, Florida, announces initiation of the public participation process that will facilitate the preparation of the 2018/19 Annual Housing and Community Development Plan for the period October 1, 2018 - September 30, 2019. This process serves as a collaborative tool for the community by identifying or updating existing conditions in the Consortium's member jurisdictions with respect to housing and community development needs, goals and objectives.

The Consortium's 2018/19 Annual Plan for Housing and Community Development will identify the community's housing and community development priorities, and target strategies to address priorities established in the 2015-19 Escambia Consortium Consolidated Plan which will be implemented during the next Federal Fiscal Year. The 2018/19 Annual Plan, when complete, will denote the Escambia Consortium's action plan for the utilization of resources provided through the FY 2018 Community Development Block Grant, FY 2018 HOME Investment Partnerships Act, FY 2018 Emergency Solutions Grant, and other HUD programs designed to address housing and community development needs.

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing related needs/priorities, supportive housing needs, and non-housing community development needs within the Consortium. **The TWO public hearings concerning the development of the Annual Plan will be held at 5:30 P.M. on Tuesday, March 20, 2018, at the Pensacola Housing Office Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. on Thursday, March 15, 2018 in the Santa Rosa County Public Services Building, Media Room, 6051 Old Bagdad Highway, Milton, Florida.**

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through **April 6, 2018**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32523 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-0022 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Jeff Bergosh, Chair
Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Robert A. "Bob" Cole, Chair
Santa Rosa County
Board of County Commissioners

TITLE CLEARANCE SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this **20th** day of **September, 2018,** by and between the **ESCAMBIA COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the **LEGAL SERVICES OF NORTH FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "Recipient"), with a principal address of 2119 Delta Boulevard, Tallahassee, Florida 32303, and a local address of 1741 North Palafox Street, Pensacola, Florida 32501.

W I T N E S S E T H:

WHEREAS, the County has been awarded a Community Development Block Grant (CDBG CFDA #14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia; and

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein; and

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant for the purpose of administering TITLE CLEARANCE SERVICES, hereinafter referred to as the "Project"; and

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022 x3 or mareeves@myescambia.com.

ARTICLE II
Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide title clearance services for low/moderate income residents of Escambia County in order to remove barriers to their ability to improve or maintain their properties as well as community educational outreach. Services to be provided are not duplicating existing projects or funding already held by Recipient. Clients to be served under this Project would not

receive assistance but for this Project. The Project is approved in the 2018 Escambia Consortium Action Plan, as approved by the Board of County Commissioners on August 2, 2018.

ARTICLE III
Funding

3. The County agrees to pay an amount not to exceed **$60,000** solely from available Community Development Block Grant (CDBG) funds to be used for (1) title clearing services for low/moderate income clients in Escambia County (including City of Pensacola residents), including but not limited to probate, quiet title, bankruptcy, and tax disputes; and (2) educational presentations to the community through presence at three (3) community outreach events to share information on services provided .

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein.

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment I of this Agreement.

ARTICLE IV
Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment II of this Agreement. Alternate reporting forms may be accepted to the extent the required data is clearly detailed to show project progress.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 30th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V
Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions,

damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient 's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October, 2018,** and shall terminate on **September 30, 2019,** unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 2 CFR §§ 200.339-340 as applicable.

ARTICLE VII
Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII
Nepotism

8. The Recipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as

applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Housing and Urban Development Act of 1968
Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI
Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII
Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR §570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII
Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV

Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR §§570.600-.614 et seq., except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR §570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

14.3 Pertinent provisions of Subpart K of 24 CFR §§570.600-.614 et seq., have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV
Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 must be:

(i) Used to meet one of the national objectives in 24 CFR §570.208 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or
(ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI
Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 2 CFR Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 CFR Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 CFR Part 200 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII
General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of Attachment I – III, and regulatory requirements cited therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 CFR Part 200, as applicable.

ARTICLE XVIII
Understanding of Terms

18.1 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

18.2 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

18.5 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of

said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

By: _____
Jeff Bergosh, Chairman

BCC Approved: September 20, 2018

S E A L

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/10/18

LEGAL SERVICES OF NORTH FLORIDA, INC.,
a Florida Non-Profit Corporation

By: _____
Leslie N. Powell-Boudreaux, Executive Director

_____
Corporate Secretary

[SEAL]

ATTACHMENT I

I. SCOPE OF SERVICES

Legal Services of North Florida, Inc. will implement the Title Clearance Services Program. The County will provide **$60,000** in CDBG funds for the Project. The CDBG funds must directly be spent on operational expenses and program activities. Legal Services of North Florida, Inc. will also be required at a minimum to provide monthly reports to the County of clients served categorized by income, race and gender and type of service provided (applicants and resolved cases).

II. RECIPIENT INFORMATION

Legal Services of North Florida, Inc.
Pensacola Branch
1741 N. Palafox Street
Pensacola, FL 32501
Phone: 850-432-8222
Attn: Leslie Powell-Boudreaux

III. MONTHLY REPORTS

A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.

B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.

C. Invoices detailing attorney hour time spent on the project must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.

D. The monthly report/invoice is due by the 30th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.

E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **$60,000.00** to cover the contract period of October 1, 2018 – September 30, 2098. Per hour attorney billing of $118/hr includes title searches for clients, costs of publication, court reporters, process servers, credit reports, printing and postage.

If available, NED will provide copies of any title searches for possible referrals if released by the client.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Invoices must be submitted to document attorney hours as well as any associated expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT DELIVERABLES:

1. TITLE CLEARING SERVICES: Legal representation for a minimum of 15 low/moderate income clients in approximately 25 cases for the purpose of clearing title to properties owned by low/moderate income clients. Preference to be given to eligible clients with improved properties as possible.

Monthly reports will document the number of applicants by income (30% area median income, 50% area median income, or 80% area median income as shown below), race (HOH only), and gender (HOH only) and the number of resolved cases by income, race, and gender.

ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS
2018 INCOME GUIDELINES

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	$13,700	$22,850	$36,550
2	16,460	26,100	41,750
3	20,780	29,350	46,950
4	25,100	32,600	52,150
5	29,420	35,250	56,350
6	33,740	37,850	60,500
7	38,060	40,450	64,700
8	42,380*	43,050	68,850

It is understood that not all referrals will be able to be assisted through this program due to the complexity of some cases. Recipient should screen cases accordingly and agrees not bill County for these cases. It is also understood that information is protected by attorney-client privilege, so CDBG required reporting information may be provided by alias or other non-individualized means.

2. EDUCATIONAL COMPONENT:

a. Attend THREE community outreach events to distribute information to residents regarding Recipient services and/or provide community educational workshops to inform residents of ways to clear and preserve title.

Recipient will provide sign-in sheets for workshops, flyers/advertisements regarding events; and copies of educational materials developed.

IX. PROJECT EVALUATION, MONITORING AND REVIEW

The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

ATTACHMENT II

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM: LEGAL SERVICES OF NORTH FLORIDA

PROJECT: TITLE CLEARANCE SVCS CONTRACT # _____

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT
$ 60,000.00

Expenditures: Month of _____, 20 ____

ITEM COST

_____

_____

_____

_____

Total expenditures this period $_____

Remaining contract amount $_____

Balance end of this reporting period $_____

Comments_____

_____

I certify, that to the best of my knowledge, the data reported is correct.

_____
Authorized Signature

_____ _____
Date Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

ATTACHMENT III

Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 CFR 570.503(b)3 and 24 CFR 504
  The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

- Conditions for Religious Organizations 24 CFR 570.200(j)
  In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:

  - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

- Reversion of Assets 24 CFR 570.503(b)8
  Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control that was acquired or improved in whole or in part in excess of Twenty-Five Thousand Dollars ($25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 CFR 570.611) reads in substance as follows:

  - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the

proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 CFR 84.42, 24 CFR 85.36, 24 CFR 570.611, and additionally:

  No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 CFR Part 1, as related to non-discrimination in federally-assisted programs.

- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), as amended, and implementing regulations.

- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.

- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.

- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).

- The lead based paint requirements of 24 CFR Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.

- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 CFR 2424.

- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

  - A-87

- A-110
- A-122
- A-133

- Section 3
  - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:

  - The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

  - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

  - The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

  - The contractor will include the Section 3 clause set forth in 24 CFR 135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 CFR 570.607).

  - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
  - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—As required by 24 CFR 570.603, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be

required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- Drug-Free Workplace Act of 1998 (41 USC 701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.

- Resource Conservation and Recovery Act (42 USC 6962); 24 CFR 84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 CFR 84.21.

- Use of real property (24 CFR 570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years.

Any change of use of real property requires consultation with the County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 CFR 570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.

- Procurement and Competitive Processes (24 CFR 84.43-48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

- Records retention requirements (24 CFR 570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 CFR 91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

LEGAL SERVICES OF NORTH FLORIDA, INC. will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **LEGAL SERVICES OF NORTH FLORIDA, INC.** Date: 10/1/18

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-18-UC-12-0012

LEGAL SERVICES OF NORTH FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS 1741 NORTH PALAFOX ST
Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Project Name: 2018 TITLE CLEARANCE SVCS

Name: _____

Title :_____

Firm/Agency: Legal Services of North Florida, Inc.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 & 2 CFR PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) *and* 2 CFR Part 200 (http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

LEGAL SERVICES OF NORTH FLORIDA, INC.

By:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14780 **County Administrator's Report 13. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: 2018/19 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc.
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2018/2019 Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2018/2019 Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc.:

A. Approve the Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc., in the amount of $47,000, for the 2018/2019 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center 370232]

BACKGROUND:

The Board has consistently approved entering an annual Community Development Block Grant (CDBG) funded Agreement with the Council on Aging of West Florida, Inc. (COA) for the Rural Elderly Assistance Program (REAP) since 1990. The Board approved the 2018 Escambia Consortium Annual Plan on August 2, 2018, which includes funding for the REAP for the period October 1, 2018 through September 30, 2019 (Exhibit I). This funding was also reviewed during the annual public budget process. As a public service activity operated by COA, REAP provides varied social, recreational and supportive services to the elderly in the Cantonment, McDavid, Molino, Davisville, Byrneville, and Century communities. As in the past, funds support the costs for the Rural Services Coordinator, Social Workers, and related outreach and direct program support services, such as food and transportation.

The 2018/19 Agreement (Exhibit II) includes funding in the amount of $47,000 as

outlined in the Escambia Consortium Annual Plan.

BUDGETARY IMPACT:

The $47,000 in CDBG funding is budgeted in Fund 129/CDBG, Cost Center 370232.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement (Exhibit II) has been reviewed and approval by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No County personnel are required for this program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG Agreements are required for subrecipient agencies and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

All implementation tasks will be handled by the Neighborhood Enterprise Division (NED) in coordination with COA. After Agreement execution, all Agreement compliance matters will be managed by NED including review of cost reimbursement requests and required project monitoring. All project costs are reviewed in detail for eligibility and reimbursed monthly through CDBG funding, based upon submission of expense documentation by COA.

Attachments

Annual Plan Approval

COA REAP Agreement

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the Escambia Consortium Florida 2018 Annual Action Plan:

   A. Approve the Escambia Consortium Florida 2018 Annual Action Plan for Housing and Community Development, detailing the use of 2018 Community Development Block Grant (CDBG) funds in the amount of $1,552,350 and 2018 HOME Investment Partnerships Program (HOME) funds in the amount of $1,199,416; and

   B. Authorize the County Administrator to execute all Escambia Consortium Florida 2018 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2018 CDBG and 2018 HOME Programs.

   [Funding: Fund 129/CDBG, Cost Centers 370232 and 370233; Fund 147/HOME, Cost Center 370270]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

3. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2018-82] which approves and authorizes the County Administrator to sign the Local Program Administrative Support Grant Application Form and Support Agreement with the Florida Commission for the Transportation Disadvantaged.

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

PUBLIC NOTICE

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, and Santa Rosa County, Florida, announces initiation of the public participation process that will facilitate the preparation of the 2018/19 Annual Housing and Community Development Plan for the period October 1, 2018 - September 30, 2019. This process serves as a collaborative tool for the community by identifying or updating existing conditions in the Consortium's member jurisdictions with respect to housing and community development needs, goals and objectives.

The Consortium's 2018/19 Annual Plan for Housing and Community Development will identify the community's housing and community development priorities, and target strategies to address priorities established in the 2015-19 Escambia Consortium Consolidated Plan which will be implemented during the next Federal Fiscal Year. The 2018/19 Annual Plan, when complete, will denote the Escambia Consortium's action plan for the utilization of resources provided through the FY 2018 Community Development Block Grant, FY 2018 HOME Investment Partnerships Act, FY 2018 Emergency Solutions Grant, and other HUD programs designed to address housing and community development needs.

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to provide input and recommendations regarding assisted housing, housing related needs/priorities, supportive housing needs, and non-housing community development needs within the Consortium. **The TWO public hearings concerning the development of the Annual Plan will be held at 5:30 P.M. on Tuesday, March 20, 2018, at the Pensacola Housing Office Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. on Thursday, March 15, 2018 in the Santa Rosa County Public Services Building, Media Room, 6051 Old Bagdad Highway, Milton, Florida.**

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

In addition to direct input provided during the public hearings, written comments or input regarding local housing needs or priorities will be accepted through **April 6, 2018**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32523 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-0022 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Jeff Bergosh, Chair
Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Robert A. "Bob" Cole, Chair
Santa Rosa County
Board of County Commissioners

RURAL ELDERLY ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this **20th** day of **September, 2018** by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **COUNCIL ON AGING OF WEST FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida", hereinafter referred to as the "Recipient", for the sole purpose of administering the Rural Elderly Assistance Program, hereinafter referred to as the "Project".

W I T N E S S E T H

WHEREAS, the County has been awarded a Community Development Block Grant (CFDA 14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022 x3 or mareeves@myescambia.com

ARTICLE II
Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide transportation and support services for the elderly in the Cantonment, Century, Davisville, and McDavid areas, and provide for a Rural Services Director to expand and develop services for the rural elderly, and other identified Project staffing and support costs as may be required and mutually approved by the parties to this Agreement. The Project is approved in the **2018** Escambia Consortium Action Plan, as approved by the Board of County Commissioners on August 2, 2018.

ARTICLE III
Funding

3. The County agrees to pay an amount not to exceed **$47,000** solely from available Community Development Block Grant funds to be used for 1) Rural Services Outreach (identifying and assisting elderly citizens in the rural areas of Escambia County), 2) Case Management (performing comprehensive assessment of elderly citizens applying for services in order to match them with the appropriate agency and/or service which can meet their needs, and 3) Rural Services Coordinator (coordinating all Council on Aging activities in rural Escambia County; including senior centers in Century and Cantonment, emergency food distribution, special programs for disabled seniors, transportation, etc).

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment I of this Agreement.

ARTICLE IV
Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment II of this Agreement.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 10th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V
Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October, 2018** and shall terminate on **September 30, 2019** unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 24 CFR Part 85.43 and/or 85.44, as applicable.

ARTICLE VII
Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII
Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall

include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Housing and Urban Development Act of 1968
Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI
Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII
Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR 570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII
Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV
Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR §§570.600-.614 et seq., except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR §570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 570.52.

14.3 Pertinent provisions of Subpart K of 24 CFR §§570.600-.614 et seq., have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV
Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 must be:

(i) Used to meet one of the national objectives in 24 CFR Part 570.901 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or

(ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI
Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 2 CFR Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 CFR Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 CFR Part 200 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII
Public Records.

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

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

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

ARTICLE XVIII
General Provisions

18. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of Attachment I – III, and regulatory requirements cited therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

18.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

18.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

18.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

18.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 24 CFR Part 200.

ARTICLE XIX
Understanding of Terms

19 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

19.1 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

19.2 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

19.3 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

19.4 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

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

SIGNATURE PAGE TO FOLLOW

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

S E A L

By: _____
Jeff Bergosh, Chairman

BCC Approved: September 20, 2018

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/10/18

COUNCIL ON AGING OF WEST FLORIDA, INC.
A Florida Non-Profit Corporation

WITNESSED

_____

Print Name:_____

_____

_____
Print Name:

By:_____
John Clark, Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by John Clark, Executive Director of the Council of Aging of West Florida, Inc., a not for profit corporation, who did not take an oath and who:

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

_____
Signature of Notary Public

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

I. SCOPE OF SERVICES

The Council on Aging of West Florida, Inc. will implement the Rural Elderly Assistance Program. The County will provide **$47,000** in CDBG funds for the Project. The CDBG funds must directly be spent on operational expenses and program activities. The Council on Aging of West Florida, Inc. will also be required at a minimum to provide monthly reports to the County or its designated Agent of elderly served categorized by race and gender and type of service provided.

II. RECIPIENT INFORMATION

Council on Aging of West Florida, Inc.
P. O. Box 17066
Pensacola, FL 32522-7066
(850) 432-1475 Contact: John Clark, Executive Director

III. MONTHLY REPORTS

A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.

B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.

C. A copy of the payroll register and time sheets must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.

D. The monthly report is due prior to the 10th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.

E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **$47,000.00** to cover the contract period of October 1, 2018 - September 30, 2019. Salary, fringe benefits, and project related local travel (private auto use) costs shall be reimbursable (costs for documented project related local travel shall be reimbursable at a rate not to exceed the current IRS approved rate) regarding Rural Services Outreach, Case Management, and Rural Services Coordinators while providing services to the elderly in the Cantonment, Century, Davisville, and McDavid areas.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County (through its designated Agent) with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT EVALUATION, MONITORING AND REVIEW

1. This program will be monitored during the period of the contract. The Recipient shall provide reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.

2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

ATTACHMENT II

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM: _____

PROJECT: REAP _____ CONTRACT # _____

REPORT PERIOD _____ TO _____ DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT

$ 47,000.00

Expenditures: Month of _____, 20 ____

ITEM COST

_____

_____

_____

_____

_____

Total expenditures this period $_____

Remaining contract amount $_____

Balance end of this reporting period $_____

Comments_____

_____

_____

I certify, that to the best of my knowledge, the data reported is correct.

_____
Authorized Signature

_____ _____
Date Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

Conditions & Certifications Required by HUD
for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 CFR 570.503(b)3 and 24 CFR 504
  The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

- Conditions for Religious Organizations 24 CFR 570.200(j)
  In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:

  - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

- Reversion of Assets 24 CFR 570.503(b)8
  Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control that was acquired or improved in whole or in part in excess of Twenty-Five Thousand Dollars ($25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 CFR 570.611) reads in substance as follows:

  - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 CFR 84.42, 24 CFR 85.36, 24 CFR 570.611, and additionally:

No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 CFR Part 1, as related to non-discrimination in federally-assisted programs.

- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), as amended, and implementing regulations.

- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.

- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.

- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).

- The lead based paint requirements of 24 CFR Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.

- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 CFR 2424.

- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

  - A-87
  - A-110
  - A-122
  - A-133

- <u>Section 3</u>
  - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:

- The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- The contractor will include the Section 3 clause set forth in 24 CFR 135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 CFR 570.607).

- Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

- <u>Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code</u>:
  - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

  - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—As required by 24 CFR 570.603, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- Drug-Free Workplace Act of 1998 (41 USC 701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.

- Resource Conservation and Recovery Act (42 USC 6962); 24 CFR 84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 CFR 84.21.

- Use of real property (24 CFR 570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years. Any change of use of real property requires consultation with the County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 CFR 570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.

- Procurement and Competitive Processes (24 CFR 84.43-48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

- Records retention requirements (24 CFR 570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 CFR 91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

COUNCIL ON AGING OF WEST FLORIDA, INC. will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **COUNCIL ON AGING OF WEST FLORIDA, INC.** Date: October 1, 2018

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-18-UC-12-0012

COUNCIL ON AGING OF WEST FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS P. O. Box 17066
Pensacola, FL 32522-7066

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Project Name: _____

Name: _____

Title: _____

Firm/Agency: _____

Street Address: _____

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 & 2 CFR PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) *and* 2 CFR Part 200 (http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Council on Aging of West Florida, Inc.

By:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14796 **County Administrator's Report 13. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Gulf Power Street Lighting Project Contracts
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gulf Power Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 20, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia Community Redevelopment Agency (CRA), concerning the Gulf Power Street Lighting Project Contracts:

A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule for the Westernmark Subdivision within the Palafox Redevelopment Area for $74,259.36;

B. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule along Gulf Beach Highway within the Warrington Redevelopment Area for $94,422.48; and

C. Authorizing the Chairman or Vice Chairman to sign the Contracts.

[Funding: Palafox CRA, Fund 151/Cost Center 370115 and Warrington CRA, Fund 151/Cost Center 370114]

BACKGROUND:

These streetlight projects are to provide pedestrian and vehicle safety enhancements in various neighborhoods. The Palafox Redevelopment Area Contract will provide for the installation of 32 LED lighting fixtures within the Westernmark subdivision. The Warrington Redevelopment Area Contract will provide for the installation of 58 LED lighting fixtures along Gulf Beach Highway from Navy Blvd to Fairfield. Both contracts include one year's worth of energy and maintenance.

BUDGETARY IMPACT:

Funds are available in Palafox CRA, Fund 101/Cost Center 370115 and Warrington CRA, Fund 151/Cost Center 370114.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney. Legal advises the Board to note that early termination of these five-year contracts will require payment of all unpaid charges for the remainder of the contract term.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the processing of these Contracts.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

After Board approval, NHS/CRA staff will coordinate with Gulf Power and provide updates to the applicable neighborhood organizations.

Attachments

PalafoxCRA_Streetlight Contract_Sept2018

Contract_Warrington GulfBeachHwy_Sept2018

GULF POWER COMPANY
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 18-3899

Customer Name ESCAMBIA CO BOARD OF COMMISSIONERS **Date** 8/15/18

DBA N/A **Telephone No.** 850-595-1829 **Tax I. D. (if applicable)** N/A

Street Address (Subdivision, etc.) of Light(s) PALAFOX CRA- WESTERNMARK

Billing Address 221 PALAFOX PLACE SUITE 140 PENSACOLA, FL 32502

Driving Directions SOUTH ON MOBILE HWY, LEFT ON MASSACHUSETTS AVE TO ERRESS BLVD

Location of Light(s) DIEGO CIR, ERRESS BLVD, WESTERNMARK SUBDIVISION

Meter No. _____ **Account No.** NEW **JETS WO No.** 73A48X

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/28/18

GULF POWER COMPANY 8/16/18

Application Taken By JEFF CAGLE

Approved by WENDELL E SMITH
Authorized Company Representative

Signature _____

Date 8-24-18

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Signature _____

Date _____

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2014

Attest: _____
Tracy G. Clark, Assistant Secretary

Form 5 (Continued) Contract No. 18-3899

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total Base Monthly Charge****			$0.00

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 18-3899

TOTAL INSTALLED COST OF FIXTURE(S) $22,609.40

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Flat Amount/Mo. (c) = (a) x (b)
ROADWAY 2 LED	95	12	$4.69	$56.28
ROADWAY 3 LED	149	20	$6.24	$124.80
				$0.00
				$0.00
				$0.00
		Total Base Monthly Charge ****		$181.08

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY 8/16/12

Application Taken By JEFF CAGLE

Approved By WENDELL E SMITH
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer

Title Jeff Bergosh, Chairman

Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

Approved as to form and legal sufficiency.
By/Title:
Date: 8/28/12

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Attest: Tracy G. Clark
Tracy G. Clark, Assistant Secretary

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

Form 21

Contract No. 18-3899

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES $ $48,760.60

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
30' CC	11	#6 UG DPX	1,994'	BORE	1609'
		#4DPX	268'	2' CONT DUCT	1609'
				INST CABLE	1609'

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

GULF POWER COMPANY 6/16/18

Application Taken By JEFF CAGLE

Approved By WENDELL E SMITH
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Date _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/28/18

ISSUED BY: Susan Story **EFFECTIVE:** January 31, 2006

Attest: Tracy G. Clark
Tracy G. Clark, Assistant Secretary

Gulf Power

Estimate for DSO# 73A48X
Date: August 16, 2018

One Energy Place
Pensacola, FL 32520-0231
850/444-6713, FAX 850/444-6237
Attn: Jeff Cagle

TO: Escambia County Community Redevelopment
221 Palafox Place, Suite 140
Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 12 Roadway 2 & 20 Roadway 3 LED fixtures, 11 Concrete Poles and facilities within Palafox CRA – Westernmark	$71,370
18	First Year's Energy and Maintenance within Palafox CRA – Westernmark (12 Roadway 2 & 20 Roadway 3 LED fixtures PUF monthly $240.78*12)	$2,889.36
	(see attached sample monthly bill for breakdown)	
	Total	$74,259.36

*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option **(PUF)** the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

If you have any questions concerning this estimate, please call:
Jeff Cagle @ 850-444-6713

THANK YOU FOR YOUR BUSINESS!

Gulf Power

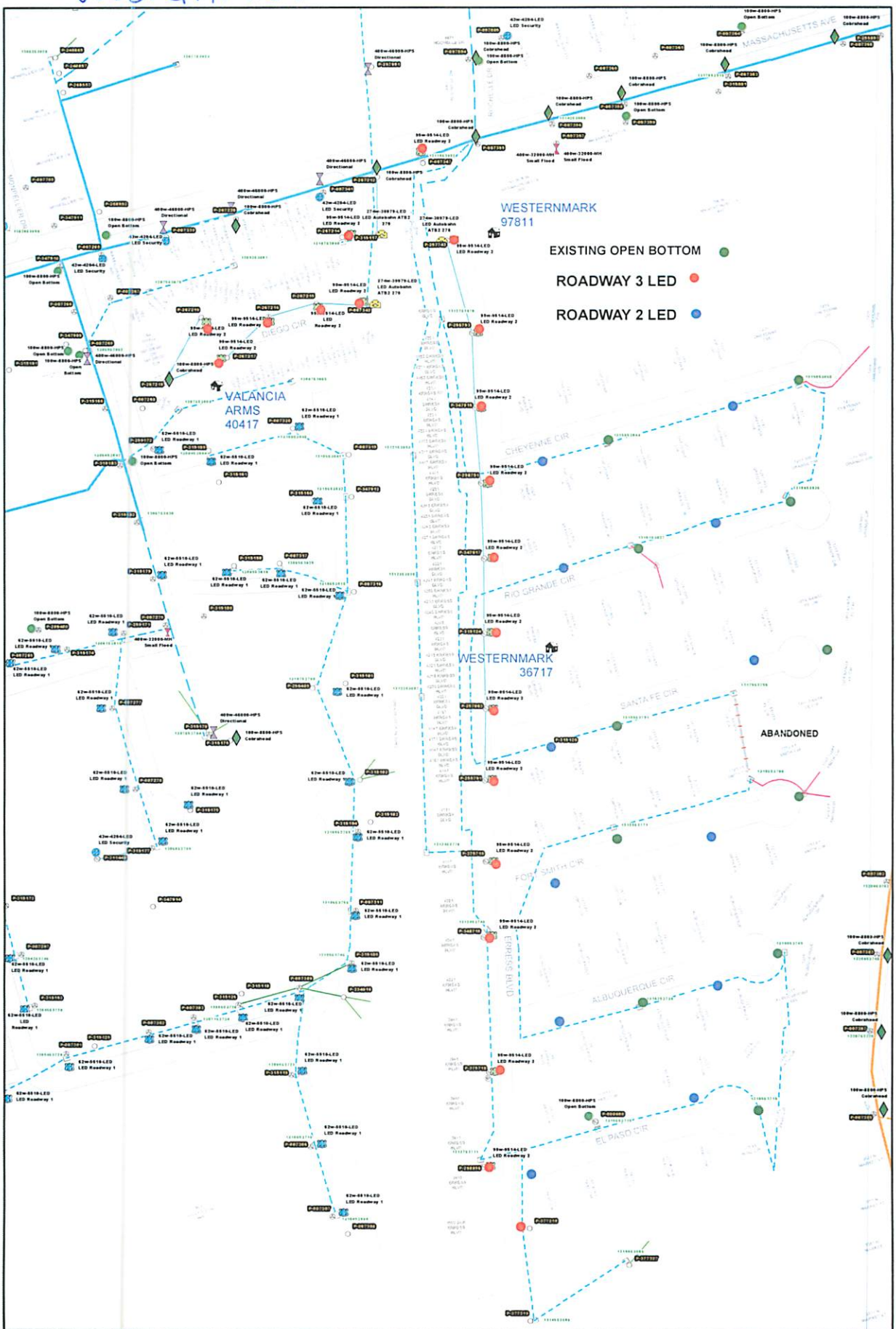
Current Lighting Service - **OS-I/II - Street and General Area Lighting**		
Billing Period		
Sample Monthly Bill for Palafox CRA - Westernmark		
Lighting Charge		$145.00
Energy Charge		36.08
ECCR+ECR+PPCC		11.46
Facilities Charge		0.00
Fuel Charge	1,416 kWh x 0.02915	41.28
	Subtotal of Lighting Service	$233.82
Florida Gross Receipts Tax		2.28
Franchise Fee for Escambia Cnty		4.68
	Total Current Lighting Service	**$240.78***

Lighting Components Included In This Bill

12-Roadway 2 PUF
20-Roadway 3 PUF
11-30' Concrete Poles PUF
*Cost subject to change pending current and any future regulatory rate reviews

This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.

Westernmark



SUBJECT: ESCAMBIA CO BRD OF COMMISSIONERS		MAP #:	
LOCATION: 0 PALAFOX CRA-WESTERNMARK		SCALE: 1 inch = 167 feet	
		OCB #:	
DRN. BY: JEFF CAGLE	DATE:	JETS REF. # 888018	
REV. BY:	DATE:	W/O #:	

N

Gulf Power

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 18-3893

Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS **Date** 8/13/18

DBA N/A **Telephone No.** 850-595-1829 **Tax I. D. (if applicable)** N/A

Street Address (Subdivision, etc.) of Light(s) 0 GULF BEACH HWY- NAVY BLVD TO FAIRFIELD DR CRA

Billing Address 221 PALAFOX PLACE SUITE 305 PENSACOLA, FL 32502

Driving Directions S ON MOBILE HWY, L ON FAIRFIELD DR TO GULF BEACH HWY

Location of Light(s) GULF BEACH HWY BETWEEN NAVY BLVD & FAIRFIELD DR

Meter No. _____ **Account No.** NEW **JETS WO No.** 73A48D

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY 8/13/18

Application Taken By JEFF CAGLE

Approved by WENDELL E SMITH
Authorized Company Representative

Signature _____

Date 8.24.18

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Signature _____

Date _____

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2014

Attest: _____
Tracy G. Clark, Assistant Secretary

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/28/18

Form 5 (Continued) **Contract No.** 18-3893

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

Total Base Monthly Charge**** $0.00

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 18-3893

TOTAL INSTALLED COST OF FIXTURE(S) $70,409.49

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Flat Amount/Mo. (c) = (a) x (b)
ROADWAY 3 LED	149	58	$8.23	$477.34
ROADWAY 4 LED	285	23	$12.85	$295.55
				$0.00
				$0.00
				$0.00
		Total Base Monthly Charge ****		$772.89

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By JEFF CAGLE 8/13/18

Approved By WENDELL E SMITH
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Date _____

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/28/18

Attest: _____
Tracy G. Clark, Assistant Secretary

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

Form 21

Contract No. 18-3893

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES $ $14,535.51

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
		#4DUPLEX	3,012'	EYEBOLT	40

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY 8/13/18

Application Taken By JEFF CAGLE

Approved By WENDELL E SMITH
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Date _____

ISSUED BY: Susan Story **EFFECTIVE:** January 31, 2006

Attest: Tracy G. Clark
Tracy G. Clark, Assistant Secretary

Approved as to form and legal sufficiency.
By/Title:
Date: 8/28/18

Gulf Power

Estimate for DSO# 73A48D
Date: August 15, 2018

One Energy Place
Pensacola, FL 32520-0231
850/444-6713, FAX 850/444-6237
Attn: Jeff Cagle

TO: Escambia County Community Redevelopment
221 Palafox Place, Suite 305
Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 58 Roadway 3 & 23 Roadway 4 LED fixtures and facilities (3,012' of wire and 40-eyebolts) within Old Gulf Beach Hwy CRA (Navy Blvd to Fairfield Dr)	$84,945
18	First Year's Energy and Maintenance within Old Gulf Beach Hwy CRA (Navy Blvd to Fairfield Dr) (58 Roadway 3 & 23 Roadway 4 PUF monthly $789.79*12)	$9,477.48
	(see attached sample monthly bill for breakdown)	
	Total	$94,422.48

*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option **(PUF)** the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

If you have any questions concerning this estimate, please call:
Jeff Cagle @ 850-444-6713

THANK YOU FOR YOUR BUSINESS!

Gulf Power

Current Lighting Service - **OS-I/II - Street and General Area Lighting**		
Billing Period		
Sample Monthly Bill for Old Gulf Beach Hwy CRA		
Lighting Charge		$436.94
Energy Charge		133.13
ECCR+ECR+PPCC		42.17
Facilities Charge		0.00
Fuel Charge	5,212 kWh x 0.02915	151.93
	Subtotal of Lighting Service	$764.17
Florida Gross Receipts Tax		8.40
Franchise Fee for Escambia Cnty		17.22
	Total Current Lighting Service	**$789.79***

Lighting Components Included In This Bill

58-Roadway 3 PUF
23-Roadway 4 PUF
*Cost subject to change pending current and any future regulatory rate reviews

This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.

NOTES:

LOC# 3-12; 15,18,19, 21-24: INST ROADWAY 3 LED

LOC# 1,2,13,14,16,17 & 20: INST ROADWAY 4 LED

LOC# 1-5; 8,11,12,15,18,19,22,24: INST 10' ARM

LOC# 6,7,9,10,13,14,16,17,20,21,23: INST 12' ARM

STRING #4DPX

COUNTY TO TRIM TREES @ LOC# 14 & 18

ROADWAY 4 LED LT

ROADWAY 3 LED LT

CONTACT INFO:
JEFF CAGLE- 292-0495; *6713

JUDY ANDREWS CENTER
55375

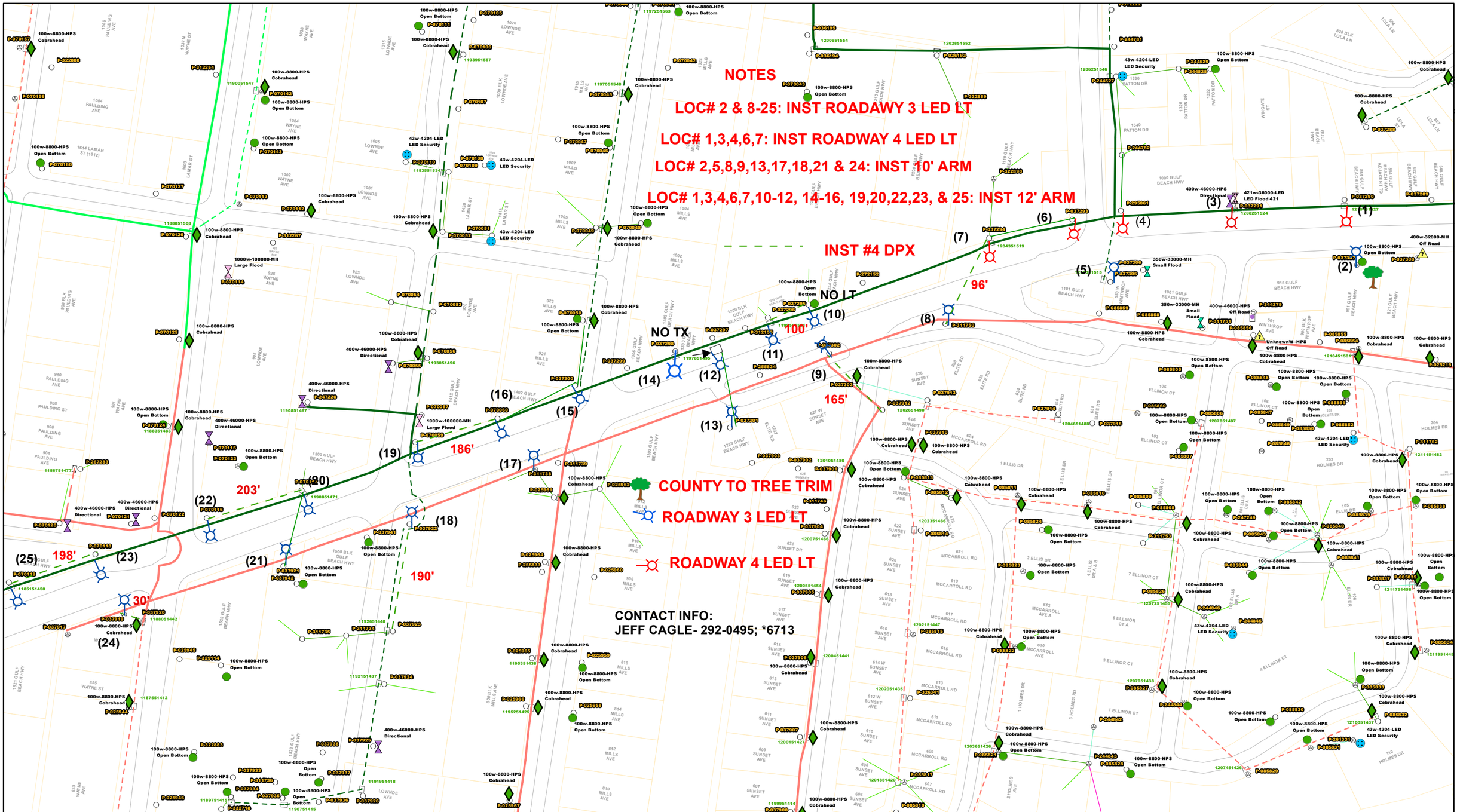
NAVY BLVD

72'

SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS		DRN. BY: JEFF CAGLE	DATE: 8/3/18
LOCATION: GULF BCH HWY- NAVY BLVD TO FAIRFIELD	SHEET 1 OF 4	REV. BY:	DATE:
MAP #:	SCALE: 1 inch = 170 feet	OCB #:6062 BCH HAVEN	JETS REF. # 955318	W/O #: 73A48D

N

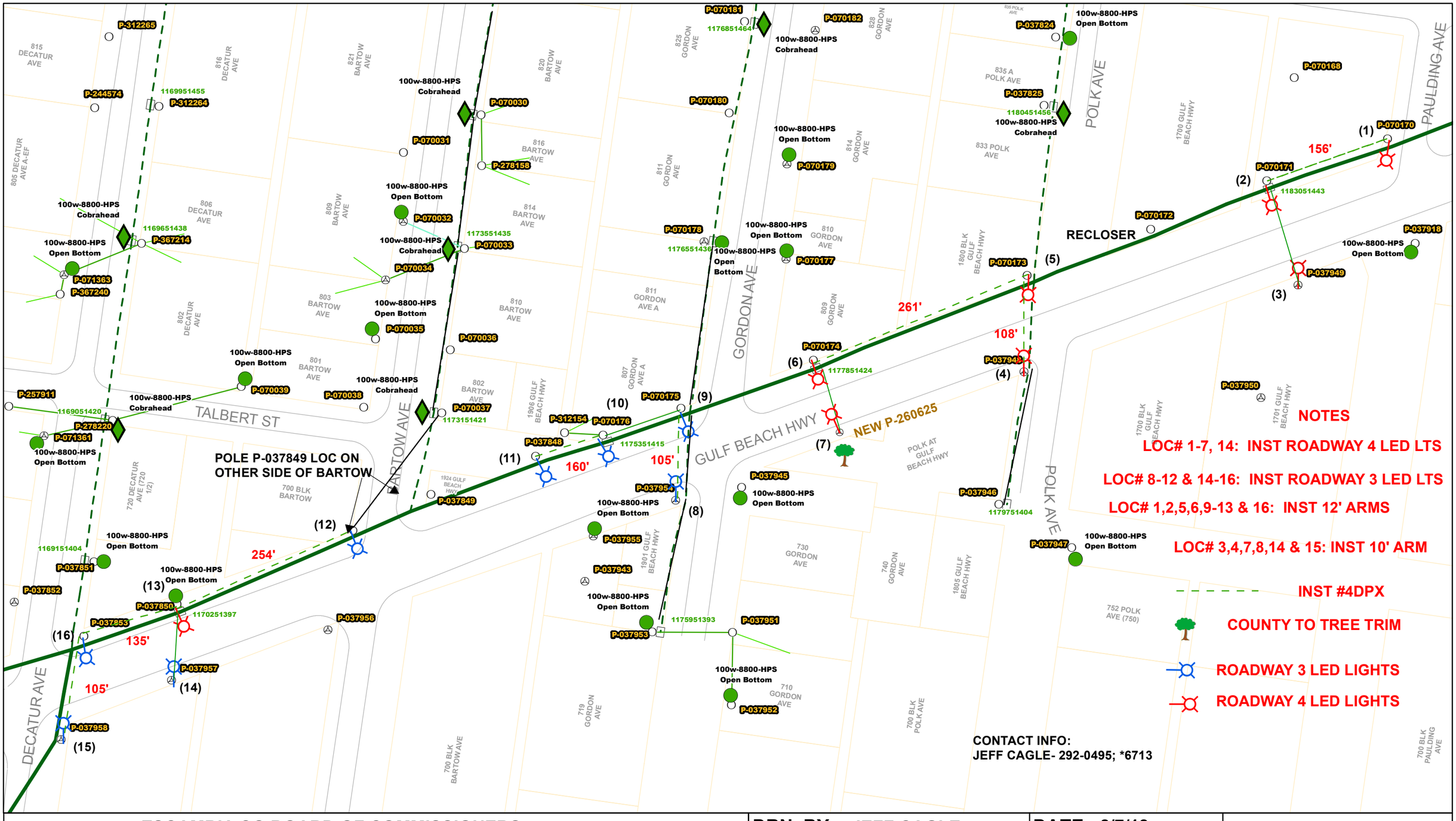
Gulf Power — SAFETY EXCELLENCE — Know it. Own it. Reach it.



SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS		**DRN. BY:** JEFF CAGLE	**DATE:** 8/3/18
LOCATION: GULF BCH HWY- NAVY TO FAIRFIELD	**SHEET 2 OF 4**	**REV. BY:**	**DATE:**
MAP #:	**SCALE:** 1 inch = 170 feet / **OCB #:**	**JETS REF. #** 955318	**W/O #:** 73A48D

N

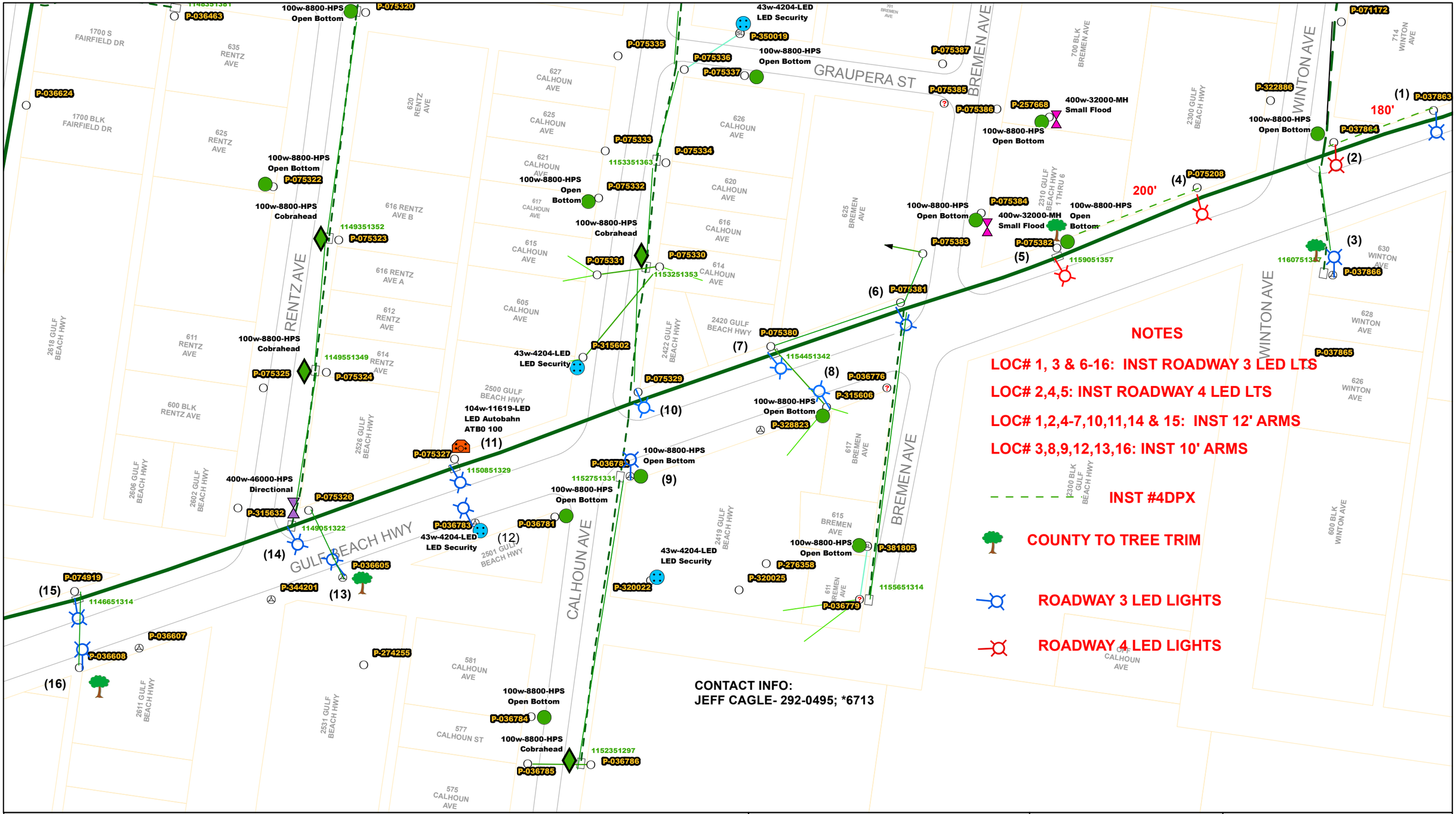
Gulf Power — SAFETY EXCELLENCE — Know it. Own it. Reach it.



SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS		**DRN. BY:** JEFF CAGLE	**DATE:** 8/7/18
LOCATION: GULF BCH HWY-NAVY TO FAIRFIELD	**SHEET 3 OF 4**	**REV. BY:**	**DATE:**
MAP #:	**SCALE:** 1 inch = 104 feet	**OCB #:** 6062 BCH HAVEN	**JETS REF. #** 955318 / **W/O #:** 73A48D

N

Gulf Power — SAFETY EXCELLENCE — Know it. Own it. Reach it.



SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS			**DRN. BY:** JEFF CAGLE	**DATE:** 8/7/18
LOCATION: GULF BCH HWY- NAVY TO FAIRFIELD		**SHEET 4 OF 4**	**REV. BY:**	**DATE:**
MAP #:	**SCALE:** 1 inch = 104 feet	**OCB #:** 6062 BEACH HAVEN	**JETS REF. #** 955318	**W/O #:** 73A48D

N

Gulf Power — SAFETY EXCELLENCE — Know it. Own it. Reach it.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Gulf Power Street Light Contracts

Date: 8/28/18

Date due for placement on agenda: 9/10/2018

Requested by Nick Jordan, Dev. Program Manager

Phone Number: 595-1829

(LEGAL DEPARTMENT USE ONLY)

Legal Review by _____

Date Received: _____

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Please note acceleration clause as part of BCC Recommendation. SJ/!

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14797 **County Administrator's Report 13. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
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 September 20, 2018, 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 six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Patrick D. Pinney, owner of residential property located at 126 Rue Max Avenue, Barrancas Redevelopment District, each in the amount of $4,665, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace windows;

2. The Agreements between Escambia County CRA and Richard A. Browning, owner of residential property located at 110 Brandywine Road, Barrancas Redevelopment District, each in the amount of $5,522, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

3. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 13 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $2,025, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

4. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 208 Ruberia

Avenue, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof and total electrical rewiring;

5. The Agreements between Escambia County CRA and Ema Elizabeth Sanderson, owner of residential property located at 216 West Sunset Avenue, Warrington Redevelopment District, each in the amount of $4,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

6. The Agreements between Escambia County CRA and Maureen McBride, owner of residential property located at 321 Chattman Street, Warrington Redevelopment District, each in the amount of $4,143, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

B. Authorize 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 residential properties within the designated CRA areas. A rendering of each project is attached.

On September 20, 2018 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Patrick D. Pinney, Barrancas TIF, Cost Center 370116, in the amount of $4,665
2. Richard A. Browning, Barrancas TIF, Cost Center 370116, in the amount of $5,522
3. Brian M. Curley Trustee for Brian M. Curley Trust, Barrancas TIF, Cost Center 370116, in the amount of $2,025
4. Brian M. Curley Trustee for Brian M. Curley Trust, Barrancas TIF, Cost Center 370116, in the amount of $6,000
5. Ema Elizabeth Sanderson, Warrington TIF, Cost Center 370114, in the amount of $4,250
6. Maureen McBride, Warrington TIF, Cost Center 370114, in the amount $4,143

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_Pinney_Sept2018
Agreement_Browning_Sept2018
Agreement_Curley_Sept2018
Agreement_Curley_Sept2018
Agreement_Sanderson_Sept2018
Agreement_McBride_Sept2018

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **September 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Patrick D. Pinney,** (the "Recipient(s)"), owner of residential property located at **126 Rue Max 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 **$4,665**, 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 **$4,665,** which shall be comprised of a cash contribution of **$4,665**.

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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 2018**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Patrick D. Pinney
126 Rue Max 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, Florida

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Patrick D. Pinney, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by Patrick D. Pinney, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 9-29-19 as identification.

_____
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/14/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Patrick D. Pinney**
Property Address: **126 Rue Max Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement 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(s)	Address of Property	Property Reference No.
Patrick D. Pinney	**126 Rue Max Avenue** **Pensacola, FL 32507**	**50-2S-30-5012-021-029**

Total Amount of Lien **$4,665**

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):

Patrick D. Pinney, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by Patrick D. Pinney, Property Owner. He (__) is personally known to me or (✓) has produced FL DL EXP. 9-29-19 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County, Florida**

By: _____
Jeff Bergosh, 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: 8/14/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 8/15/2018)



Replacement Windows

126 Rue Max Avenue-Patrick D. Pinney

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **September 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Richard A. Browning,** (the "Recipient(s)"), owner of residential property located at **110 Brandywine 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 **$5,522**, 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 **$5,522,** which shall be comprised of a cash contribution of **$5,522**.

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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 2018**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Richard A. Browning
110 Brandywine 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, Florida

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Richard A. Browning, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by Richard A. Browning, Property Owner. He (__) is personally known to me or (✓) has produced FL DL EXP. 3-20-25 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/14/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Richard A. Browning**
Property Address: **110 Brandywine Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement 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(s)	Address of Property	Property Reference No.
Richard A. Browning	**110 Brandywine Road Pensacola, FL 32507**	**50-2S-30-5010-022-020**

Total Amount of Lien **$5,522**

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):

Richard A. Browning, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by Richard A. Browning, Property Owner. He (__) is personally known to me or (X) has produced FL DL Exp. 2-26-25 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County, Florida**

By: _____
Jeff Bergosh, 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: 8/14/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **September 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Brian M. Curley Trustee for Brian M. Curley Trust,** (the "Recipient(s)"), owner of residential property located at **13 Ruberia 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 **$2,025**, 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 **$2,025,** which shall be comprised of a cash contribution of **$2,025**.

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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 2018**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Brian M. Curley, Trustee for
Brian M. Curley Trust
13 Ruberia 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, Florida

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Brian M. Curley, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
FloridaNotaryService.com
(407) 398-0153

Sherry Duffey
Printed Name of Notary Public

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/13/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Brian M. Curley, Trustee for Brian M. Curley Trust**
Property Address: **13 Ruberia Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement 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(s)	Address of Property	Property Reference No.
Brian M. Curley, Trustee	**13 Ruberia Avenue**	**59-2S-30-1000-111-013**
For Brian M. Curley Trust	**Pensacola, FL 32507**	

Total Amount of Lien **$2,025**

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):

Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Brian M. Curley, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County, Florida**

By: _____
Jeff Bergosh, 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: 8/15/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 7/10/2018)



Replacement Roof

13 Ruberia Ave.- Brian M. Curley, Trustee for Brian M. Curley Trust

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **September 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Brian M. Curley Trustee for Brian M. Curley Trust,** (the "Recipient(s)"), owner of residential property located at **208 Ruberia 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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 2018**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Brian M. Curley, Trustee for
Brian M. Curley Trust
208 Ruberia 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, Florida

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Brian M. Curley, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

_____
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/15/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Brian M. Curley, Trustee for Brian M. Curley Trust**
Property Address: **208 Ruberia Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof and Total Electrical Rewiring

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(s)	Address of Property	Property Reference No.
Brian M. Curley, Trustee	**208 Ruberia Avenue**	**59-2S-30-1000-019-008**
For Brian M. Curley Trust	**Pensacola, FL 32507**	

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):

Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Brian M. Curley, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County, Florida**

By: _____
Jeff Bergosh, 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: 8/15/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 7/19/2018)



Replacement Roof and Total Electrical Rewiring

208 Ruberia Ave.- Brian M. Curley, Trustee for Brian M. Curley

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **September 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ema Elizabeth Sanderson,** (the "Recipient"), owner of residential property located at **216 West Sunset Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,250**, 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 **$4,250**, which shall be comprised of a cash contribution of **$4,250**.

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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 2018**, (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:
Ema Elizabeth Sanderson
216 West Sunset 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: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Ema Elizabeth Sanderson

Ema Elizabeth Sanderson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2018 by Ema Elizabeth Sanderson, 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

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/20/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Ema Elizabeth Sanderson**
Property Address: **216 West Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement 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	Address of Property	Property Reference No.
Ema Elizabeth Sanderson	**216 West Sunset Avenue Pensacola, FL 32507**	**50-2S-30-6060-269-013**

Total Amount of Lien **$4,250**

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:

Ema Elizabeth Sanderson

Ema Elizabeth Sanderson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2018 by Ema Elizabeth Sanderson, 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

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Jeff Bergosh, 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: 8/28/18

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



Replacement roof

216 West Sunset Avenue – Ema Elizabeth Sanderson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **September 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Maureen McBride,** (the "Recipient"), owner of residential property located at **321 Chattman 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 **$4,143**, 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 **$4,143**, which shall be comprised of a cash contribution of **$4,143**.

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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 2018**, (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:
Maureen McBride
321 Chattman 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: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Maureen McBride

Maureen McBride, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2018 by Maureen McBride, 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

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/26/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Maureen McBride**
Property Address: **321 Chattman Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement 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	Address of Property	Property Reference No.
Maureen McBride	**321 Chattman Street** **Pensacola, FL 32507**	**50-2S-30-7060-040-009**

Total Amount of Lien **$4,143**

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:

Maureen McBride

Maureen McBride, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2018 by Maureen McBride, 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

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Jeff Bergosh, 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: 8/20/18

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



Replacement windows

321 Chattman Street – Maureen McBride

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14799 **County Administrator's Report 13. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
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 September 20, 2018, 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 nine 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
Joseph and Donna J. Baudendistel	1315 Wisteria Avenue	$5,800
Richard Devereux	502 Greve Road	$3,788
William E. III and Julie Grimsley	1214 Wilson Avenue	$4,163
Isobel Jacobs	214 Payne Road	$2,400
Ronnie Katona	103 Kalash Road	$1,425
Michelle A. Ray	208 Henry Street	$2,285
James E. and Socorro L. Scarborough	104 Milton Road	$3,180
Wendy E. Suermann	215 Northwest Gilliland Road	$6,000
Jane E. Thiesse	419 Southeast Baublits Drive	$2,185

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:

Funding to record the cancellation of lien documents will be provided from the various CRA TIF Districts.

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_Baudendistel_September2018
LienCX_Devereux_September2018
LienCX_Grimsley_September2018
LienCX_Jacobs_September2018
LienCX_Katona_September2018
LienCX_Ray_September2018
LienCX_Scarborough_September2018
LienCX_Suermann_September2018
LienCX_Thiesse_September2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,800** executed by **Joseph and Donna J. Baudendistel**, and recorded in Official Record Book **7771** at pages **1955-1956**, 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: _____
Jeff Bergosh, 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: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Clerk's Original

3/16/2017 (Agenda #-3.8)

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017068846 9/6/2017 11:07 AM
OFF REC BK: 7771 PG: 1955 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Verified By: B. Carver

Date: 3/30/2017

Applicant Name(s)	Address of Property	Property Reference No.
Joseph and Donna J. Baudendistel	**1315 Wisteria Avenue Pensacola, FL 32507**	**50-2S-30-5000-008-002**

Total Amount of Lien **$5,800**

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):

Joseph Baudendistel, Property Owner

Donna J. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017 by Joseph Baudendistel, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

The foregoing instrument was acknowledged before me this 14th day of February, 2017 by Donna J. Baudendistel, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FLA.

Date Executed: 3/16/2017

BCC Approved: 03-16-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 1/24/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

1315 Wisteria Avenue

Install new windows and storm shutters

Project Total $11,600

Grant Total $5,800



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,788** executed by **Richard Devereux**, and recorded in Official Record Book **7777** at pages **795-796**, 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: _____
Jeff Bergosh, 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: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Clerk's Original

5|26|2017 CAK II-4(8)

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017071755 9/14/2017 2:58 PM
OFF REC BK: 7777 PG: 795 Doc Type: L
Recording $18.50

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	Address of Property	Property Reference No.
Richard Devereux	**502 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-612-028**

Verified By: G. Cameron Date: 6/5/2017

Total Amount of Lien **$3,788**

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:

Richard Devereux, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of April, 2017 by Richard Devereux, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: **D. B. Underhill, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

Date Executed: 5/25/2017

BCC Approved: 05-25-2017

Approved as to form and legal sufficiency.

By/Title:
Date: 4/18/17

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



Warrington District

502 Greve Road

Install new windows

Project Total $7,577

Grant Total $3,788



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 **$4,163** executed by **William E., III and Julie Grimsley**, and recorded in Official Record Book **7771** at pages **1560-1561**, 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: _____
Jeff Bergosh, 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: 8/10/18

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

7/18/2017
CAR 4-1A(7)

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017088701 9/5/2017 4:45 PM
OFF REC BK: 7771 PG: 1560 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
William E., III and Julie Grimsley	**1214 Wilson Avenue Pensacola, FL 32507**	**50-2S-30-5000-019-012**

Verified By: G. Carver
Date: 7/20/2017

Total Amount of Lien **$4,163**

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):

William E. Grimsley, III Property Owner

Julie Grimsley, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of June, 2017 by William E. Grimsley, III, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 20th day of June, 2017 by Julie Grimsley, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942783
EXPIRES December 10, 2019

For: **Board of County Commissioners of Escambia County**

By: **D. B. Underhill, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

Date Executed: 7/18/2017

BCC Approved: 07-18-2017

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: ACA

Date: 6/20/17



Barrancas District

1214 Wilson Avenue

Install central heating and air conditioning system

Project Total $8,327

Grant Total $4,163



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,400** executed by **Isobel Jacobs**, and recorded in Official Record Book **7777** at pages **797-798**, 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: _____
Jeff Bergosh, 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: 8/10/18

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

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017071756 9/14/2017 2:58 PM
OFF REC BK: 7777 PG: 797 Doc Type: L
Recording $18.50

7/18/2017 CAR II-1A(4)

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	Address of Property	Property Reference No.
Isobel Jacobs	**214 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-387-018**

Date: 7/20/2017 Verified By: [signature]

Total Amount of Lien **$2,400**

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:

Isobel Jacobs

Isobel Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Isobel Jacobs, 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

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

Date Executed: 7/18/2017

BCC Approved: 07-18-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/13/17

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



Warrington District

214 Payne Road

Replace roof

Project Total $4,800

Grant Total $2,400



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 **$1,425** executed by **Ronnie Katona**, and recorded in Official Record Book **7777** at pages **793-794**, 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: _____
Jeff Bergosh, 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: 8/10/18

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

5/25/2017 CAR II-4(1)

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017071754 9/14/2017 2:58 PM
OFF REC BK: 7777 PG: 793 Doc Type: L
Recording $18.50

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	Address of Property	Property Reference No.
Ronnie Katona	**103 Kalash Road** **Pensacola, FL 32507**	**50-2S-30-6090-534-025**

Total Amount of Lien **$1,425**

Verified By: [signature]
Date: 6/5/2017

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:

Ronnie Katona

Ronnie Katona, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2017 by Ronnie Katona, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017
Seal

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Date Executed: 5/25/2017

BCC Approved: 05-25-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/31/17

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



Warrington District

103 Kalash Road

Sanitary sewer connection

Project Total $2,850

Grant Total $1,425



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,285** executed by **Michelle A. Ray**, and recorded in Official Record Book **7771** at pages **1558-1559**, 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: _____
Jeff Bergosh, 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: 8/10/15

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

7/18/2017 CAL II-1A(6)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017088700 9/5/2017 4:45 PM
OFF REC BK: 7771 PG: 1558 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Michelle A. Ray	**208 Henry Street** **Pensacola, FL 32507**	**50-2S-30-5012-023-033**

Verified By: [signature]

Date: 2/20/2017

Total Amount of Lien **$2,285**

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):

Michelle A. Ray, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of June, 2017 by Michelle A. Ray, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp 2-18-22 as identification.

Signature of Notary Public

Sherry Duffey

Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: _____
Deputy Clerk

Date Executed: 7/18/2017

BCC Approved: 07-18-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/19/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



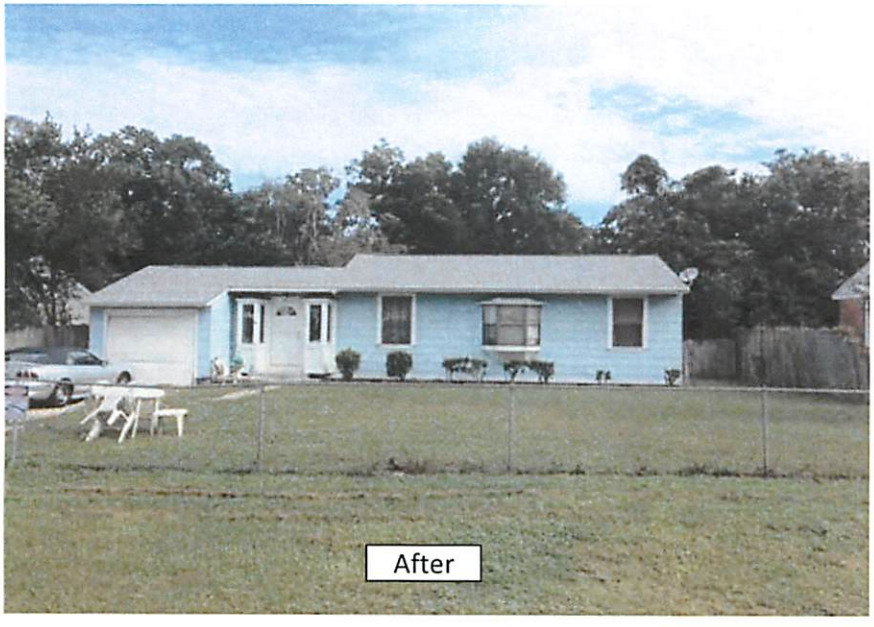
Barrancas District

208 Henry Street

Replace roof

Project Total $4,571

Grant Total $2,285



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,180** executed by **James E. and Socorro L. Scarborough**, and recorded in Official Record Book **7771** at pages **1554-1555**, 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: _____
Jeff Bergosh, 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: 8/10/18

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

6/22/2017 CAR 24(3)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017068696 9/5/2017 4:44 PM
OFF REC BK: 7771 PG: 1554 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Date: 6/26/2017 Verified By: [signature]

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
James E. and Socorro L. Scarborough	**104 Milton Road Pensacola, FL 32507**	**50-2S-30-5012-023-027**

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):

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 MIL ID EXP. DATE UNDER 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 FL DL EXP. 8-27-21 as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Date Executed: 6/22/2017

BCC Approved: 6-22-2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/16/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

104 Milton Road

Replace roof

Project Total $6,360

Grant Total $3,180



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 **Wendy E. Suermann**, and recorded in Official Record Book **7771** at pages **1556-1557**, 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: _____
Jeff Bergosh, 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: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Clerk's Original

6/22/2017 CAL II-4(4)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017068899 9/5/2017 4:45 PM
OFF REC BK: 7771 PG: 1556 Doc Type: L
Recording $18.50

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	Address of Property	Property Reference No.
Wendy E. Suermann	**215 Northwest Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-066-004**

Total Amount of Lien **$6,000**

Verified By: [signature] Date: 6/22/2017

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, 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

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: **D. B. Underhill, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Deputy Clerk

Date Executed: 6/22/2017

BCC Approved: 6-22-2017

Approved as to form and legal sufficiency.

By/Title:

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



Warrington District

215 Northwest Gilliland Road

Install new windows

Project Total $19,766

Grant Total $6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,185** executed by **Jane E. Thiesse**, and recorded in Official Record Book **7779** at pages **235-236**, 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: _____
Jeff Bergosh, 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: 8/16/18

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

7/18/2017 CAR II-1A(1)

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017072718 9/19/2017 2:49 PM
OFF REC BK: 7779 PG: 235 Doc Type: L
Recording $18.50

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	Address of Property	Property Reference No.
Jane E. Thiesse	**419 Southeast Baublits Drive Pensacola, FL 32507**	**50-2S-30-6090-441-021**

Verified By: [signature] Date: 7/20/2017

Total Amount of Lien **$2,185**

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:

Jane E. Thiesse

Jane E. Thiesse, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of June, 2017 by Jane E. Thiesse, 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

Notary Seal:
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 7/18/2017

BCC Approved: 07-18-2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/31/17

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



Warrington District

419 Southeast Baublits Drive

Replace roof

Project Total $4,370

Grant Total $2,185



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14800 **County Administrator's Report 13. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 20, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

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

Property Owner	Address	Amount
Carco Properties, Inc.	314 South Navy Boulevard	$1,335

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

BACKGROUND:

The aforementioned property owner has satisfied the one-year compliance with the Commercial Facade, Landscape, and Infrastructure Grant Program.

BUDGETARY IMPACT:

Funding to record the cancellation of lien document will be provided through the CRA Warrington TIF, Fund 151, Cost Center 370114.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Commercial Facade, Landscape, and Infrastructure Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Commercial Facade, Landscape, and Infrastructure 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 property owner.

Attachments

LienCX_CarcoProperties,Inc._September2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14819 **County Administrator's Report 13. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Escambia Community Clinics, Inc. - Participation in Agency for Health Care Administration's Low Income Pool
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia Community Clinics, Inc.'s, Participation in the Agency for Health Care Administration's Low Income Pool - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve and authorize the Chairman to sign the Low Income Pool Letter of Agreement between Escambia County Board of County Commissioners on behalf of Escambia Community Clinics, Inc. (ECC), and the State of Florida, Agency for Health Care Administration, allowing the ECC to participate in the Agency for Health Care Administration's Low Income Pool, in an amount not to exceed $351,284.

BACKGROUND:

The Letter of Agreement will allow the County and Escambia Community Clinics, Inc. (ECC), to participate in the Agency for Health Care Administration's (AHCA) Low Income Pool, which will provide matching funds to ECC for the costs of uncompensated charity care for low-income individuals who are uninsured. The County will send AHCA $351,284, and AHCA will return to ECC a total of $747,076.

A Miscellaneous Appropriations Agreement between the County and ECC will be requested for approval in the amount of $103,876, which is the budgeted amount of $455,160 minus the County's payment of $351,284 to AHCA for ECC to participate in the Low Income Pool, at the October 4, 2018, BCC Meeting.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Low Income Pool Letter of Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of the Low Income Pool Letter of Agreement is necessary to move forward.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Low Income Pool Letter of Agreement

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 7th day of September 2018, by and between **Escambia Board of County Commissioners** (the "Board") on behalf of **Escambia Community Clinics**, and the State of Florida, **Agency for Health Care Administration** (the "**Agency**"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Charity care" or "uncompensated charity care" means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and CHIP shortfall. The state and providers that are participating in LIP will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the HFMA operated by the provider.

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be considered a bona fide donation pursuant to 42 CFR § 433.54.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2018-2019, passed by the 2018 Florida Legislature, the Board and the Agency agree that the Board will remit IGT funds to the Agency in an amount not to exceed the total of **$351,284**.

    a. The Board and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the Board and the State of Florida at large.

    b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:

        i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

2. The Board will return the signed LOA to the Agency no later than October 1, 2018.

3. The Board will pay IGT funds to the Agency in an amount not to exceed the total of **$351,284**. The Board will transfer payments to the Agency in the following manner:

    a. Per Florida Statute 409.908, annual payments for the months of July 2018 through June 2019 are due to the Agency no later than October 31, 2018 unless an alternative plan is specifically approved by the agency.

    b. The Agency will bill the Board when payment is due.

4. The Board and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.

    a. Audits and Records

        i. The Board agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

        ii. The Board agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.

        iii. The Board agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

    b. Retention of Records

        i. The Board agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
        ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

        iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

    c. Monitoring

i. The Board agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the Board which are relevant to this LOA.

d. Assignment and Subcontracts

i. The Board agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

5. The Board and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

6. The Board confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The Board agrees the following provision shall be included in any agreements between the Board and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."

8. This LOA covers the period of July 1, 2018 through June 30, 2019 and shall be terminated June 30, 2019.

9. This LOA may only be amended upon written agreement signed by both parties.

10. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2018-2019
LIP Program	$351,284
Total Funding	$351,284

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

ESCAMBIA BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: Jeff Bergosh

TITLE: Chairman

DATE: _____

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

Approved as to form and legal sufficiency.

By/Title:

Date: 9/10/18

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14832 **County Administrator's Report 13. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Supplemental Budget Amendment #224 - Increase in the Dependent Group Health Revenue Budget
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #224 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #224, Internal Service Fund (501), in the amount of $1,500,000, to recognize an increase in the dependent group health revenue budget due to higher than projected employee contributions, and to appropriate these funds to be used toward the County's self-funded health insurance claims to complete Fiscal Year 2017/2018.

BACKGROUND:

For FY17/18 the County brought over the ECAT employees and increased the revenue projections associated with providing healtcare for all County employees. The associated revenues with the employee paid portion of the premiums is higher than expected. These funds are being recognized to cover additional costs for our self-funded health insurance claims. There have been 17 claims over $125k for FY17/18. There are four brackets with different monthly costs paid by employees depending on what type of coverage an employee has chosen.
Categories:
Employee, Employee & Spouse, Employee & Children, Family

BUDGETARY IMPACT:

This amendment will increase Fund 501 by $1,500,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#224

Employee Premiums 2018

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, an adjustment to the revenue associated with the Dependent Group Health premiums is necessary due increased contributions over the adopted revenue budget, and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Internal Service Fund	501
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Dependent Group Health	501	341205	$1,500,000
Total			**$1,500,000**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	501/150108	53401	$1,500,000
Total			**$1,500,000**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.09.07 16:33:46 -05'00'

OMB Approved

Supplemental Budget Amendment # 224

Employee Premiums (Per Pay Period)

January 2018 – December 2018

Health Insurance (1st and 2nd paycheck of the month)

Blue Option (BO) 1352

Coverage Levels	EE Cost 1352 Non-Tobacco	EE Cost 1352 Tobacco
Employee	$15.75	$40.75
Employee & Spouse	$104.53	$129.53
Employee & Children	$93.49	$118.49
Family	$129.29	$154.29

Blue Option (BO) 1552

Coverage Levels	EE Cost 1552 Non-Tobacco	EE Cost 1552 Tobacco
Employee	$36.72	$61.72
Employee & Spouse	$152.64	$177.64
Employee & Children	$148.73	$173.73
Family	$215.71	$240.71

Health Savivng Account (HSA) (1st and 2nd paycheck of the month)

Coverage Levels	EE Cost HSA 1168/1169 Non-Tobacco	EE Cost HSA 1168/1169 Tobacco
Employee	$0.00	$25.00
Employee & Spouse	$49.81	$74.81
Employee & Children	45.15	$70.15
Family	$63.80	$88.80

Dental Insurance (1st and 2nd paycheck of the month)

Low Option

Coverage Levels	EE Cost for Low Option	EE Cost for *Low Option* with HIR
Employee	$2.50	$0.00
Employee & Spouse	$10.89	$4.40
Employee & Children	$10.90	$4.41
Family	$15.49	$9.00

High Option

EE Cost for *High Option*	EE Cost for High Option with *HIR*
$6.49	$0.00
$15.96	$9.47
$15.97	$9.48
$21.97	$15.48

Vision Insurance (*Deducted once per month*-2nd paycheck of the month)

Coverage Levels	EE Monthly Premiums
Employee	$ 5.44
Employee & Spouse	$ 10.87
Employee & Children	$ 10.32
Family	$ 16.28

Health Savinig Account-$600 Employer Contribution

*The County gives employees electing the Health Saving Account (HSA) $600 employer contribution into the employee's HSA Bank account. The County or the appointing authority pays the $600 upfront at the beginning of the plan year. New Hires receive a pro-rated amount determined by the insurance eligibility date. *Administrative fees are paid by the agency on a monthly basis for employees. * Setup fees are only for new accounts and is a one-time fee of $20.00 paid by the appointing authority.

Health Insurance Opt-Out Agreement Program

* Employees who waive the county-sponsored health insurance can sign up for the Health Insurance Opt-Out Agreement Program (Opt-Out Program) where they will receive $200 a month and $10,000 in additional life insurance coverage for a total of $50,000 (County paid). In addition, an employee who qualify for the Opt-Out Program can enroll in the **Dental plan with health insurance replacement (HIR)** and receive a **$12.98** per month discount on their dental premium. To qualify for the opt-out program, an employee must provide proof of current health insurance. Tricare, Medicaid and Medicare health insurance is not eligble for the opt-out program and the dental plan with HIR. For more information about the Opt-Out Program, please read the *Health Insurance Agreement Form.*

Funding Breakdown (Tobacco Discount)

Health Care **Monthly** Rates for January 2018 – December 2018

	Total Contribution 1352	EE Cost Non-Tobacco BO 1352	EE Cost Tobacco BO 1352	Total Contribution BO 1552	EE Cost Non-Tobacco BO 1552	EE Cost Tobacco BO 1552
Employee	$610.17	$31.50	$81.50	$659.36	$73.44	$123.44
Employee & Spouse	$1,452.96	$209.06	$259.06	$1,570.10	$305.28	$355.28
Employee & Children	$1,307.84	$186.98	$236.98	$1,413.28	$297.46	$347.46
Employee & Family	$1,889.01	$258.58	$308.58	$2,040.59	$431.42	$481.42

	Contribution HSA 1168/1169	EE Cost HSA 1168/1169 Non-Tobacco	EE Cost HSA 1168/1169 Tobacco
Employee	$491.17	$0.00	$50.00
Employee & Spouse	$1,169.59	$99.62	$149.62
Employee & Children	$1,052.79	$90.30	$140.30
Employee & Family	$1,520.06	$127.60	$177.60

Dental Costs and Premiums	Total Premium for Low Option	EE Cost for Low Option	EE Cost for Low Option with HIR	Total Premium for High Option	EE Cost for High Option	EE Cost for High Option with HIR
Employee	$22.90	$5.00	$0.00	$26.25	$12.98	$0.00
Employee & Spouse	$39.62	$21.78	$8.80	$45.45	$31.92	$18.94
Employee & Children	$39.66	$21.80	$8.82	$45.48	$31.94	$18.96
Employee & Family	$61.89	$30.98	$18.00	$70.34	$43.94	$30.96

Vision Care	EE Premiums (deducted once per month – 2nd paycheck of the month)
Employee	$ 5.44
Employee & Spouse	$ 10.87
Employee & Children	$ 10.32
Employee & Family	$ 16.28

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14788 **County Administrator's Report 13. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Traffic Signal Construction Contract - PD 15-16.090 and Street & Navigation Lights Contract - PD 15-16.089
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal of Contracts between Escambia County, Florida, and Ingram Signalization, Inc. - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Review and approve the renewal for Contract PD 15-16.090 (Traffic Signal Construction) with Ingram Signalization, Inc., for 12 months;

B. Review and approve the renewal for Contract PD 15-16.089 (Street and Navigation Lighting Maintenance and Repair) with Ingram Signalization, Inc., for 12 months; and

C. Authorize the Chairman to sign any documentation necessary to permit the 12-month Contract renewals.

[Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

BACKGROUND:

Meeting in regular session on September 22, 2016, the Board reviewed and approved these contracts with Ingram Signalization, Inc. - PD 15-16.090 for Traffic Signal Construction and PD 15-16.089 for Street and Navigation Lighting Maintenance and Repair. The contracts were established for a term of 12 months, with the option to renew for two additional 12-month periods, up to a maximum of 36 months.

Meeting in regular session on September 21, 2017, the Board reviewed and approved the renewal for contract PD 15-16.090 (Traffic Signal Construction) and PD 15-16.089 (Street and Navigation Lights) for 12 months.

The current request is for review and approval of the final 12 month period for both contracts. Total funds spent in 2017 was $275,473.29 and in 2018 was $93,098.33.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the renewal, Public Works staff will coordinate with Ingram Signalization, Inc.

Attachments

Street Lights and Nav Lights Contract
Traffic Signal Construction Contract
BCC Minutes 092216 & 092117
Ingram Approval_Email

AGREEMENT RELATING TO STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR PD15-16.089

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on August 8, 2016, the County issued an Invitation to Bid relating to street and navigation lighting maintenance and repair services throughout Escambia County (PD 15-16.089); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of street and navigation lighting maintenance and repair services as specified herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Street and Navigation Lighting Maintenance and Repair Services, Specification No. P.D. 15-16.089, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties

understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

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

(c) Florida statutory Workers' Compensation.

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

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.
Attention: William Wilson
4522 North Davis Highway
Pensacola, Florida 32503

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. 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

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. 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.

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

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed

against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: 9-22-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Kimberly McCord

BCC Approved: 09-22-2016

(SEAL)

CONTRACTOR:
INGRAM SIGNALIZATION, INC.

ATTEST:

BY: _____
William D. Wilson, Vice President

By: _____
Corporate Secretary

Date: 9-15-2016

(SEAL)

Audrey Flaugher
Witness

Donna McCoy
Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/16/16

MAINTENANCE OF STREET AND NAVIGATION LIGHTS (PD15-16.089)

1. DEFINITIONS:

For the purpose of this Agreement, the following terms shall be defined as follows:

1.1 ADMINISTRATOR.
Whenever the term ADMINISTRATOR is used herein, it is intended to mean the County Administrator of Escambia County, or his designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

1.2 BOARD OF COUNTY COMMISSIONERS.
The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 CONTRACTOR.
The CONTRACTOR selected to perform the services pursuant to this Agreement.

1.4 COUNTY.
Escambia County, a political subdivision of the State of Florida.

1.5 PROGRAM DIRECTOR.
The PROGRAM DIRECTOR of the Transportation and Traffic Operations Division, or designee.

1.6 MAINTENANCE.
Work involving inspection, adjustment, repair, and replacement of street lights, navigation lights and vertical clearance gauge lights.

1.7 STREET LIGHT.
An electric power-operated device by which the surface of streets, roads, and bridges are lighted. Appurtenances such as poles, luminaries, conduit, and photo-electric cells are considered to be part of street lights for purpose of this contract.

1.8 NAVIGATION LIGHT.
Electric power-operated devices by which marine traffic is warned and guided. Appurtenances such as stanchions, conduit, and photo-electric cells are considered part of a navigation light for the purpose of this contract.

1.9 VERTICAL CLEARANCE GAUGE LIGHT.
An electric powered spotlight that illuminates a vertical clearance gauge for marine vessels proceeding under a bridge. Appurtenances such as support arms, conduit, and photo-electric cells are considered part of a vertical clearance gauge light for the purpose of this contract.

2. SCOPE OF WORK:



The scope of work under this contract involves the preventive and response maintenance of street and navigation lights throughout Escambia County. A list of the lights to be maintained is presented below. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

3. CONTRACTOR:

3.1 The CONTRACTOR shall perform the following SCOPE OF WORK:

3.1.1 Furnish all transportation, plant, labor, materials, signs, supplies, equipment, and other facilities necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with, the applicable plans, specifications and addenda prepared by the PROGRAM DIRECTOR and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract, and shall perform all other obligations imposed by the contract. The COUNTY will not be responsible for furnishing any equipment or material to the CONTRACTOR. However, the COUNTY may choose to furnish specific parts and equipment to the CONTRACTOR. If parts and/or equipment are furnished, the CONTRACTOR may be required to sign a receipt for the equipment and safeguard the equipment until it is installed.

3.1.2 Provide 24-hour service for the repair of navigation lights. After-hours servicing of navigation lights will be coordinated with the Escambia County Sheriffs' Office and Escambia County Road Department. The CONTRACTOR will provide and maintain a telephone number where he, or his designee, can be reached on a 24-hour basis during the term of this contract. In the event the CONTRACTOR may anticipate in advance that he will be unavailable for any period of time, at such number, he shall so notify the PROGRAM DIRECTOR. If the CONTRACTOR will be available at any other number not on file with the COUNTY, the CONTRACTOR shall so notify the PROGRAM DIRECTOR, it being the intent of the parties that the CONTRACTOR shall, to the extent practicable, take all reasonable steps to assure his availability for services on an emergency basis.

3.1.3 The CONTRACTOR has a sufficient amount of prior satisfactory electrical experience to perform all of the work specified in this contract.

3.1.4 Persons installing, operating and maintaining such equipment be fully trained and qualified and the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.

3.1.5 Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any technician that uses profane or abusive language either verbal or bodily, or that interferes with the work of a county or state inspector or disobeys the instructions of the PROGRAM DIRECTOR shall be immediately and permanently discharged from work on this contract.

3.1.6 Keep, in stock, a sufficient number of spare luminaries, navigation beacons lenses, lamps, etc., to permit uninterrupted operation of street and navigation lights. Parts and equipment shall be on hand and readily available to the CONTRACTOR to comply with the performance standards and to adequately ensure the public safety.

3.1.7 Store, safeguard and maintain a written inventory of spare equipment, which is owned by the COUNTY. The PROGRAM DIRECTOR may retrieve any County-owned equipment from the CONTRACTOR at any time during normal business hours. The PROGRAM DIRECTOR may request a copy of the current inventory list from the CONTRACTOR at any time and the CONTRACTOR shall produce the list within two working days. At the end of the contract, the PROGRAM DIRECTOR may retrieve County-owned equipment from the CONTRACTOR or relinquish any such equipment to the CONTRACTOR.

3.1.8 Comply with Florida Department of Transportation (FDOT) work site safety and maintenance of traffic standards. Reference documents include:

a) FDOT, Standard Specifications for Road and Bridge Construction, Section 10 (latest edition).
b) United States Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1e-1989), Part VI (latest edition).
c) Where excavations occur in sidewalks or other pedestrian ways, the CONTRACTOR shall provide a safe and orderly pedestrian passage over or around the excavation area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations, nor cause the pedestrians to walk upon unsuitable or hazardous surfaces.
d) At the end of each workday, and at all other times when construction operations are suspended, all equipment, materials, and other obstructions, shall be removed from the portion of the right-of-way normally open to traffic.
e) The CONTRACTOR shall assume all costs associated with the purchase or lease of materials and equipment needed to comply with safety standards, including arrow displays.

3.1.9 Coordinate with Gulf Power Company any and all transfers and adjustments of electrical service. The COUNTY shall pay fees charged by Gulf Power.

3.1.10 Replace, at the CONTRACTOR'S expense, sidewalk slabs, driveway slabs, and any other items, if they are damaged by maintenance activity. If damaged prior to arrival on-site, the cost of such replacement, if approved by the COUNTY, may be charged to the COUNTY under time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work being performed and after work is performed. These photos shall be electronically submitted with the invoice.

3.1.11 The CONTRACTOR shall protect all public land corners and monuments, which may be encountered during maintenance. Corners and monuments in conflict with work and in danger of being destroyed, damaged, or covered, shall be properly referenced by a Florida Registered Land Surveyor prior to

beginning work at that site. The CONTRACTOR shall retain the Land Surveyor to reference and restore, upon completion of the work, all such corners and monuments. The CONTRACTOR shall assume all costs associated with the restoration of such corners and monuments.

3.2 BASE RATE SERVICES shall include the following:

3.2.1 PREVENTIVE MAINTENANCE SERVICES

The CONTRACTOR shall establish and perform a monthly/bi-monthly (once every 2 months) preventive maintenance schedule for all items provided herein. Monthly service shall be performed for each navigation and vertical clearance gauge light, and a bi-monthly preventive maintenance service for the streetlights on the Bob Sikes Bridge. CONTRACTOR shall develop a preventive maintenance checklist, which includes, at a minimum, all of the issues and items listed below. The maintenance schedule related to all items on the Bob Sikes Bridge shall be coordinated with the Bob Sikes Toll Facility Program Manager.

The checklist shall be approved by the PROGRAM DIRECTOR. An electrician, employed by the CONTRACTOR, shall complete a checklist for each light during each monthly/bi-monthly preventive maintenance service. The electrician who performs the service shall sign the checklist certifying that all specified work was completed. The checklist shall be forwarded electronically to the PROGRAM DIRECTOR with each monthly invoice. Toll fees associated with this work shall be incorporated in the base rate.

3.2.2 LOCATE LIGHTING EQUIPMENT

The CONTRACTOR shall perform utility locates for lights and appurtenances whenever reasonably requested by the PROGRAM DIRECTOR, utility companies, other CONTRACTORS, and the FDOT.

3.2.3 ADJUSTMENTS AND MINOR REPAIRS

The CONTRACTOR shall perform the adjustments and minor repairs listed below as part of the Base Rate Services, if they are performed during preventive maintenance services.

a) Adjustments to sensors.
b) All inspections, repairs, replacements, and adjustments, which use equipment/parts with a unit value of less than ten dollars ($10.00).

3.3 REPAIR RATES shall include the following:

3.3.1 SERVICE CALLS

Responses to service calls and subsequent repairs, which may be necessary, shall be charged according to the Contractor's Rate Schedule. Parts and materials shall be charged only if repairs include material and parts with a value of at least ten dollars ($10.00). Toll fees associated with this work shall be incorporated in the service truck rate.

3.3.2 VANDALISM, STORM DAMAGE, AND VEHICLE COLLISIONS

The CONTRACTOR shall repair all damage to lights as a result of vandalism, storm damage, and vehicle collisions. Such repairs shall be considered

service calls and shall be charged according to the hourly rates and parts/materials rate schedule.

4. DOCUMENTATION:

The CONTRACTOR shall produce the documentation described below to the PROGRAM DIRECTOR in an electronic format.

4.1 The monthly preventive maintenance invoice shall be accompanied by the preventive maintenance checklist and responses to correspondence from the PROGRAM DIRECTOR.

4.2 Service call invoices shall be accompanied by the following documentation:

4.2.1 Work orders showing all labor hours, truck hours, parts, and materials used.

4.2.2 Vendor invoices showing parts, materials, and/or equipment charged.

4.2.3 All equipment, which is furnished by the COUNTY and installed by the CONTRACTOR, shall be identified as "County-furnished" on the work order.

5. RECORDS AND PERFORMANCE STANDARDS:

5.1 RECORDS

5.1.1 Maintenance and inventory records created by the CONTRACTOR shall become joint property of the COUNTY. CONTRACTOR shall furnish an electronic copy of all records requested to and by the PROGRAM DIRECTOR.

5.1.2 Maintenance Records: The CONTRACTOR shall keep orderly, accurate and up-to-date records of all work performed under this contract. Maintenance records shall include the following information:

a) Maintenance record number;
b) Type of malfunction reported, agency or person making notification, technician responding to notification, and problem found;
c) Dates and times of notification, arrival at the site, and completion of repairs;
d) Description of work performed, materials used, equipment used, and labor hours;
e) Location and light identification number.

5.2 PERFORMANCE STANDARDS:

5.2.1 RESPONSE TIMES

The CONTRACTOR agrees to have a technician at the site of the work to be performed, according to the schedule below, after the receipt of maintenance request. If the CONTRACTOR is already performing maintenance work on another light covered by this contract, then the CONTRACTOR shall respond immediately upon completion of the work in progress. If the CONTRACTOR

fails to respond within the times specified in the schedule, in addition to the charges for non-performance set forth in the schedule, the COUNTY may exercise the right to have the work performed by another licensed electrical CONTRACTOR and charge back to the CONTRACTOR the cost so incurred, plus 10%.

5.2.2 RESPONSE TIME SCHEDULE

a) NAVIGATION LIGHTS
The CONTRACTOR agrees to have a technician at the site of the work to be performed within 90 minutes after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or call service, to correct malfunction or dark light.

b) VERTICAL CLEARANCE GAUGE LIGHTS
The CONTRACTOR agrees to have a technician at the site of the work to be performed within 90 minutes after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or call service, to correct malfunction or dark light.

c) STREETLIGHTS
The CONTRACTOR agrees to have a technician at the site of the work to be performed within forty-eight (48) hours after receipt of notice from the PROGRAM DIRECTOR or a call service, to correct malfunction or dark light.

d) EMERGENCY
When the PROGRAM DIRECTOR determines that an emergency or dangerous situation exists, the CONTRACTOR shall respond within 30 minutes of notification.

e) RESPONSE
When utility locates of lighting equipment are requested, the CONTRACTOR shall respond within forty-eight (48) hours.

5.2.3 REPAIR TIMES
The CONTRACTOR agrees to complete repairs, according to the schedule below, unless the PROGRAM DIRECTOR grants an extension of time:

Problem	Emergency (1)	Final (2)
Pole knockdown	90 minutes	30 days
Navigation light out	90 minutes	24 hours
Vertical clearance gauge light out	90 minutes	24 hours
Street light out	N/A	48 hours

(1) Emergency repairs - restore proper and safe operation or in case of major repairs needed, make area safe and schedule necessary repairs.
(2) Final repairs - restore to plan specifications.

CHARGES FOR NON-PERFORMANCE (Per Occurrence):

Failure to Transmit Maintenance Record Within Five (5) Business Days $1000

Failure to Respond to Trouble Call Within Specified Time	$1000
Failure to Complete Repair Within Specified Time	$1000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1000

5.2.4 REFERENCE DOCUMENTS

All materials and signal equipment furnished by the CONTRACTOR shall conform to the applicable requirements established by the following publications:

a) Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
b) Florida Department of Transportation, Design Standards, latest edition.
c) National Electric Code, including latest revisions.

5.2.5 CERTIFICATION AND APPROVAL OF NEW EQUIPMENT

The CONTRACTOR shall, if requested, provide verification that equipment meets the minimum specifications established by the FDOT prior to its use under this contract. Unless otherwise specified, all equipment and materials shall be new.

Tideland Signal Corporation Model No. ML-155 navigation beacons shall be used unless the PROGRAM DIRECTOR specifies other equipment.

5.2.6 PULL BOXES

The CONTRACTOR shall install or replace all pull boxes in accordance with current FDOT Minimum Standards and Specifications.

5.2.7 NEW GROUNDING

The CONTRACTOR shall test each ground rod and rod assembly in accordance with current FDOT Minimum Standards and Specifications.

5.2.8 REMOVAL OF EQUIPMENT

(a) Equipment that is removed and deemed by the CONTRACTOR as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order. Such equipment shall be labeled as COUNTY property with the location from which it is removed.
(b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department, 601 North Highway 297A, Cantonment.
(c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

6. **WARRANTY:** The CONTRACTOR warrants his workmanship for one (1) year following installation of new materials and equipment. The CONTRACTOR also agrees to correct any defect in workmanship within the repair time standards established in this contract.

7. **APPLICABLE LAWS AND REGULATIONS:**

7.1 The CONTRACTOR shall conform to all applicable State, Federal and local laws, ordinances and regulations, including but not limited to the following:

7.1.1 Florida Workers' Compensation Statute 440, as amended.
7.1.2 Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards.
7.1.3 Occupational Safety and Health Act, 29 CFR 1926, Construction Industry Standards, particularly with respect to Hazard Communications Standards and Trenching and Shoring Standards.
7.1.4 Florida Administrative Code, Rules 3 8F and 3 81.
7.1.5 Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 102, latest edition.

8. DETAIL OF PREVENTIVE MAINTENANCE SERVICES:

8.1 NAVIGATION LIGHTS (MONTHLY INSPECTIONS AND SERVICES)

8.1.1 LAMPS AND LENSES
Visually check for cleanliness, lamp outages, and broken lenses.

8.1.2 PHOTO-ELECTRIC CELLS
Visually and manually check for condition and operation.

8.1.3 LIGHTS
Inspect housing, brackets, hangers, and wiring.

8.1.4 ELECTRIC SERVICE
Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

8.2 VERTICAL CLEARANCE GAUGE LIGHTS (MONTHLY INSPECTIONS AND SERVICES)

8.2.1 LAMPS AND LENSES
Visually check for cleanliness, lamp outages, and broken lenses.

8.2.2 PHOTO-ELECTRIC CELLS
Visually and manually check for condition and operation.

8.2.3 LIGHTS
Inspect housing, brackets, hangers, and wiring.

8.2.4 ELECTRIC SERVICE
Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

8.3 STREET LIGHTS (BI-MONTHLY INSPECTIONS AND SERVICES)

8.3.1 LUMINARIES
Visually check for breakage and lamp outages.

8.3.2 PHOTO-ELECTRIC CELLS
Visually and manually check for condition and operation.

8.3.3 POLES AND ARMS

Inspect for rigidity and verticality. Inspect foundation, grounding, and base plates.

8.3.4 ELECTRIC SERVICE
Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

9. STREET AND NAVIGATIONAL LIGHTS TO BE MAINTAINED:

9.1 STREET LIGHTS

Barrancas Ave./Bayou Chico Bridge/
From City Limits to West End – 27
Bob Sikes Bridge – 40
Creighton Rd./Hilburn Rd. – 3
Creighton Rd./Plantation Rd. – 4
Davis Hwy./Airport Blvd. – 4
Davis Hwy./I-10 Interchange -
Between Bloodworth Ln. and Northcross Ln. – 26
Hwy. 29/Airport Blvd. – 4
Hwy. 29/Brent Ln./Beverly Pkwy. – 4
Hwy. 29/Burgess Rd. – 2
Hwy. 29/Diamond Dairy Rd. – 2
Hwy. 29/Industrial Blvd. – 3
Hwy. 29/Pinestead Rd. – 2
Hwy. 29/Stumpfield Rd./Marcus Pointe Blvd. – 3
Hwy. 29/W St. – 3
Lillian Hwy./From LaPaz St. to San Sebastian Cr. – 5
Navy Blvd./Bayou Chico Bridge – 2
Nine Mile Rd./Guidy Ln. – 3
Olive Rd/Cody Ln. - 2
Palafox Hwy./Airport Blvd. – 4
University Pkwy. – 186

9.2 NAVIGATIONAL LIGHTS

Bob Sikes Bridge – 12
Sunset Bridge – 12 (Proposed)

9.3 VERTICAL CLEARANCE LIGHTS

Bob Sikes Bridge – 2
Sunset Bridge – 2 (Proposed)

9.4 OVERHEAD SIGN LIGHTING

Davis Hwy – 41

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 15-16.089, STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

"Scope of Work" Summary:

The scope of work under this contract involves the preventive and response maintenance of street and- navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: prnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

(Per Occurrence):	
Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of

them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

If requested by the County, the contractor shall furnish complete copies of the contractor's

insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SOLICITATION OFFER AND BID FORM

SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
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

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR

SOLICITATION NUMBER: PD 15-16.089

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-0879719

TERMS OF PAYMENT: 30 days

DELIVERY DATE WILL BE 30 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Ingram Signalization, Inc.
ADDRESS: 4522 North Davis Hwy.
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 433-8266
EMAIL DWilson@gulf.net

REASON FOR NO OFFER:

BID BOND ATTACHED $

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

William D. Wilson, Vice-President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR PD 15-16.089, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. (Company) hereby propose to provide at the following price:

GENERAL RATES			
Description	Unit Price	Bid Qty*	Ext
Journeyman Electrician (Mon-Fri, 8:00 AM-4:30 PM)/HR		25	
Technician – IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	55.00	400	22,000.00
Technician – IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM) /HR	75.00	25	1,875.00
Journeyman Electrician (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		25	
Technician – IMSA Level II (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	75.00	240	18,000.00
Technician – IMSA Level III (Mon-Fri/4:31 PM-7:49 AM/ Sat/Sun/ Holiday)/HR	105.00	15	1,575.00
Technician Assistant (Mon-Fri/8:00 AM-4:30 PM)/HR	30.00	400	12,000.00
Technician Assistant (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	55.00	15	825.00
Office Assistant/HR	30.00	200	6,000.00



GENERAL RATES			
Description	Unit Price	Bid Qty*	Ext
Aerial Bucket Truck (Standard)/HR	20.00	400	8,000.00
Aerial Bucket Truck (Large)/HR	50.00	20	1,000.00
Service Truck/ HR	20.00	240	4,800.00
Maintenance of Traffic (Message Board Rental)/DAY	20.00	10	200.00
Utility Coordination (Sunshine Spots)/PI	200.00	5	1,000.00
		Subtotal	77,275.00
PARTS AND MATERIALS FIXTURE:			
Description	Unit Price	Bid Qty*	Ext
Cobrahead, 250W, 240V/EA	430.00	50	21,500.00
Cobrahead, 400W, 480V/EA	478.00	50	23,900.00
Cobrahead, 250W, 120V/EA	430.00	50	21,500.00
Cobrahead, 250W, 480V/EA	430.00	50	21,500.00
Cobrahead, 400W, 240V/EA	480.00	50	24,000.00
Halophane, 150W, 480V/EA	1,100.00	50	55,000.00
		Subtotal	167,400.00
PARTS AND MATERIALS LAMP:			
Description	Unit Price	Bid Qty*	Ext
High Pressure Sodium, 250W /EA	23.25	50	1,162.50
High Pressure Sodium, 400W/EA	27.60	50	1,380.00
Metal Halide, 70W /EA	21.00	50	1,050.00
Metal Halide, 150W/EA	25.00	50	1,250.00
Metal Halide, 175W/EA	30.50	50	1,525.00
		Subtotal	
PARTS AND MATERIALS BALLAST:			
Description	Unit Price	Bid Qty*	Ext
High Pressure Sodium, 120V, 250W/EA	113.00	50	5,650.00
High Pressure Sodium, 120V, 400W/EA	125.00	50	6,250.00
High Pressure Sodium, 240V, 250W/EA	115.00	50	5,750.00
High Pressure Sodium, 240V, 400W/EA	125.00	50	6,250.00
High Pressure Sodium, 480V, 250W/EA	115.00	50	5,750.00
High Pressure Sodium, 480V, 400W/EA	125.00	50	6,250.00
		Subtotal	35,900.00
PARTS AND MATERIALS BALLAST:			
Description	Unit Price	Bid Qty*	Ext
Metal Halide, 240V, 70W/EA	80.00	50	4,000.00
Metal Halide, 240V, 150W/EA	90.00	50	4,500.00
Metal Halide, 240V, 175W/EA	102.00	50	5,100.00
Metal Halide, 480V, 70W/EA	79.00	50	3,950.00
Metal Halide, 480V, 150W/EA	90.00	50	4,500.00
Metal Halide, 480V, 175W/EA	102.00	50	5,100.00
		Subtotal	27,150.00

PARTS AND MATERIALS PHOTO CELL:			
Description	Unit Price	Bid Qty*	Ext
Pedestal, 120V – EA	16.00	25	400.00
Pedestal, 480V – EA	16.00	25	400.00
Twist Lock, 120V – EA	25.00	25	625.00
Twist Lock, 480V – EA	25.00	25	625.00
		Subtotal	2,050.00
PARTS AND MATERIALS NAVIGATION LIGHTS AND MATERIALS:			
Description	Unit Price	Bid Qty*	Ext
Lantern, Red, LED – EA	2,866.00	10	28,660.00
Lantern, Green, LED – EA	2,866.00	10	28,660.00
Tide Gauge Light, White, 35W – EA	1,880.00	4	7,520.00
Channel Marker Light – EA	4,700.00	4	18,800.00
Fuse, 10 AMP – EA	8.35	50	417.50
Surge Arrestor – EA	56.00	50	2,800.00
Fuse Holder – EA	11.00	25	275.00
Boot – EA	3.00	50	150.00
12/2 SO Cable/LF	1.25	200	250.00
10/2 SO Cable/LF	1.65	200	330.00
		Subtotal	87,882.50
MARKUP (%) - Material Acquisition for materials not listed above:			% 20
		TOTAL	404,005.00

*Estimated for Bid Purposes Only

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 8/23/16 Addendum No._____ Date_____

Addendum No. 2 Date 8/24/16 Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No 84219

Florida DBPR Contractor's License, Certification and/or Registration No. EC13004309

Type of Contractor's License, Certification and/or Registration Electrical EC13004309

Expiration Date: 8/31/18

Person to contact concerning this bid:
William D. Wilson

Phone 850-433-8266

Email DWilson@gulf.net

Person to contact for emergency service:
Tony Kuhl

Phone 850-232-0698

Email tony@ingramcorp.com

County Permits/Fees required for this project:

Permit	Cost
None Known	

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **$1,000.00**.

CHARGES FOR NON-PERFORMANCE

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 23, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Street and Navigation Lighting Maintenance and Repair
Specification Number: PD 15-16.089

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: Ingram Signalization, Inc.

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 24, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Street and Navigation Lighting Maintenance and Repair
Specification Number: PD 15-16.089

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form
   Journeyman Electrician added to the bid form.
   Requirements for a "Qualified Electrician" is found in Section 3 of the contract.
   3.1.4 That persons installing, operating and maintaining such equipment be fully trained and qualified and that the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.

2. Page 17 - 3.2 BASE RATE SERVICES shall include the following - 3.2.1 PREVENTIVE MAINTENANCE SERVICES – Will these services be paid via the time, equipment, and material unit bid items (General Rates)?
   Response – These items will be paid based on General Rates Items in the bid.

3. Page 18 - 4.2.1 Preventive maintenance and repairs conducted under Section 3.2 shall be charged according to the set monthly unit prices shown in the Rate Schedule – Did not see a separate section listed are these payable via the (General Rates)?
   Response – These items will be paid based on General Rates Items in the bid.

4. Will the County pay for Mobilization and reasonable travel to and from the repair site?
   No, Mobilization must be in included in your bid.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: Ingram Siganlization, Inc.

PRN

AGREEMENT RELATING TO TRAFFIC SIGNAL CONSTRUCTION PD15-16.090

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on August 8, 2016, the County issued an Invitation to Bid relating to traffic signal construction services throughout Escambia County (PD 15-16.090); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of traffic signal construction services as specified herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Traffic Signal Construction, Specification No. P.D. 15-16.090, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or

exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

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

(c) Florida statutory Workers' Compensation.

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

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.
Attention: William Wilson
4522 North Davis Highway
Pensacola, Florida 32503

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. 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

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. 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.

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

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: 9-22-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Kimberly McCord

BCC Approved: 09-23-2016

(SEAL)

CONTRACTOR:
INGRAM SIGNALIZATION, INC.

ATTEST:

BY: _____
William D. Wilson, Vice President

By: _____
Corporate Secretary

Date: 9-15-2016

(SEAL)

Witness

Witness

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/16/16

TRAFFIC SIGNAL CONSTRUCTION (PD15-16.090)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction,* Maintenance and Utility Operations on the State Highway System, latest edition.

b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.

c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices,* latest edition.

d) United States Department of Transportation (USDOT), Federal Highway Administration,
Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

e) *National Electric Code*, including latest edition.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

PART 2 - PRODUCTS

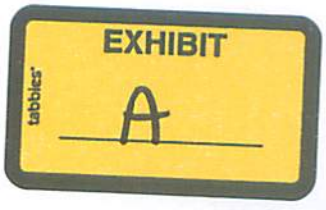
2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities necessary to complete the work described in this specification.

b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction,* latest edition, shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans or work order includes installation of County-furnished equipment, the COUNTY will provide such equipment to the CONTRACTOR when the construction progress allows or as designated in the plans or work order. The COUNTY will bear the costs of correcting any defects in the equipment stored prior to CONTRACTOR'S start date that was found by the CONTRACTOR. The CONTRACTOR will maintain the equipment in proper operational condition while in their possession at no cost to the COUNTY until either final acceptance or the equipment is returned to the COUNTY.



2.3 REMOVED PARTS AND EQUIPMENT

a) Equipment that is removed and deemed by the COUNTY as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order or placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.

b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.

c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, advanced traffic management systems (ATMS), closed-loop systems and video detection systems.

b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Level II Traffic Signal Technician level, or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by construction activity. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.

b) All public land corners and monuments encountered shall be protected by the CONTRACTOR. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.

c) The CONTRACTOR shall assume all costs associated with restoration of corners and monuments.

d) The CONTRACTOR shall coordinate and perform service transfers and adjustments with Gulf Power Company.

e) The CONTRACTOR shall remove all surplus materials from the right-of-way within 24 hours.

f) The CONTRACTOR warrants his workmanship for one (1) year following conditional acceptance of the work.

g) The CONTRACTOR agrees to correct any defect in workmanship within ten (10) business days of receipt of notice from the Contract Manager.

3.3 REPORTS

a) The CONTRACTOR shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.
b) The CONTRACTOR shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The CONTRACTOR shall complete work according to the schedule specified in the work order. Typically, completion time will be specified according to the schedule provided below.

a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: Complete within 60 days.
b) Construct new multi-phase traffic signal: Order equipment from vendors within ten (10) business days from work order issue date. Complete installation within 30 days upon receipt of all equipment from vendors.
c) Install signal head and/or cable to create a left-turn phase: Complete within 30 days.
d) Install new controller assembly: Order equipment from vendor within five (5) business days from work order issue date. Complete installation within 30 days upon receipt from vendor.
e) Install pedestrian detector station (with or without signals): Complete within 30 days.
f) Install new loop assembly: Complete within ten (10) business days.

CHARGES FOR NON-PERFORMANCE (Per Occurrence)

Failure to comply with FDOT Maintenance of Traffic Standards $1000

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction,* latest edition, shall apply unless otherwise specified in the work order.

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 15-16.090, TRAFFIC SIGNAL CONSTRUCTION, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and TRAFFIC SIGNAL CONSTRUCTION.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

"Scope of Work" Summary:

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: pnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County

Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor

for subcontract work.)

21. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered

primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SOLICITATION OFFER AND BID FORM

SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
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

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

TRAFFIC SIGNAL CONSTRUCTION

SOLICITATION NUMBER: PD 15-16.090

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-0879719

TERMS OF PAYMENT: 30 days

DELIVERY DATE WILL BE 30 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Ingram Signalization, Inc.
ADDRESS: 4522 North Davis Hwy.
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 433-8266
EMAIL: DWilson@gulf.net

REASON FOR NO OFFER:

BID BOND ATTACHED $

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

William D. Wilson /Vice-President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

***Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. (Company) hereby propose to provide at the following price:

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF	6.00	100	600.00
630-2-12	Conduit – Directional Bore	LF	11.00	500	5,500.00
630-2-14	Conduit - Aboveground	LF	7.00	300	2,100.00
630-2-15	Conduit - Bridge Mount	LF	15.00	400	6,000.00
630-2-20	Conduit – Jack & Bore Under R/R	LF	20.00	400	8,000.00
632-7-1	Cable, Signal - New or Reconstructed	PI	5,000.00	5	25,000.00
632-7-2	Cable, Signal - Repair/Replace	LF	5.00	500	2,500.00
632-7-4	Cable, Signal - Adjust	PI	400.00	2	800.00

EXHIBIT
tabbies
B

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal – Remove Intersection	PI	1,000.00	5	5,000.00
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF	3.25	500	1,625.00
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF	6.50	500	3,250.00
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF	3.25	500	1,625.00
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF	4.00	500	2,000.00
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF	3.00	500	1,500.00
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF	3.00	500	1,500.00
633-2-31	Fiber Optic Connection–Splice	EA	45.00	5	225.00
633-2-32	Fiber Optic Connection–Termination	EA	45.00	5	225.00
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA	560.00	5	2,800.00
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA	150.00	5	750.00
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA	300.00	5	1,500.00
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA	155.00	5	775.00
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA	515.00	5	2,575.00
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA	600.00	5	3,000.00
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA	500.00	5	2,500.00
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA	300.00	5	1,500.00
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA	200.00	5	1,000.00
633-4-1	Cable Twisted Pair	LF	3.15	500	1,575.00
633-4-4	Cable Twisted Pair- Relocate	LF	5.00	500	2,500.00
634-4-161	Span Wire Assembly – Two Wire, Perpendicular	PI	1,500.00	1	1,500.00
634-4-162	Span Wire Assembly – Two Wire, Diagonal	PI	1,500.00	1	1,500.00
634-4-163	Span Wire Assembly – Two Wire, Box	PI	3,500.00	1	3,500.00
634-4-164	Span Wire Assembly – Two Wire, Other	PI	1,500.00	1	1,500.00
634-6-1	Fiberglass Insulator	LF	10.00	50	500.00
635-2-11	Pull and Splice Box – 13" x 24"	EA	550.00	20	11,000.00
635-2-12	Pull and Splice Box – 24" x 36"	EA	1,500.00	1	1,500.00
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA	3,000.00	1	3,000.00
635-3-12	Junction Box-Mounted	EA	225.00	1	225.00
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
639-2-1	Electrical Service Wire	LF	2.00	500	1,000.00

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
638-3-11	Electrical Service Disconnect – Pole	EA	265.00	5	1,325.00
638-3-12	Electrical Service Disconnect – Cabinet	EA	265.00	5	1,325.00
638-3-60	Electrical Service Disconnect, Remove – Pole or Cabinet to Remain	EA	50.00	5	250.00
639-4-3	Emergency Generator –Portable – FDOT Furnished	EA	1,000.00	1	1,000.00
639-4-6	Emergency Generator -Portable-Monitor and Refuel	HR	10.00	40	400.00
641-1	Strain Poles Guying, Concrete	EA	300.00	1	300.00
641-2-11	Pre-stressed Concrete Pole, Type P-II Pedestal	EA	750.00	20	15,000.00
641-2-12	Pre-stressed Concrete Pole, Type P-II Service Pole	EA	750.00	5	3,750.00
641-2-13	Pre-stressed Concrete Pole, Type P-III	EA	3,750.00	5	18,750.00
641-2-14	Pre-stressed Concrete Pole, Type P-IV	EA	5,632.00	5	28,160.00
641-2-15	Pre-stressed Concrete Pole, Type P-V	EA	6,032.00	5	30,280.00
641-2-16	Pre-stressed Concrete Pole, Type P-VI	EA	6,900.00	5	34,500.00
641-2-17	Pre-stressed Concrete Pole, Type P-VII	EA	7,570.00	5	37,850.00
641-2-18	Pre-stressed Concrete Pole, Type P-VIII	EA	7,900.00	5	39,500.00
641-2-19	Pre-stressed Concrete Pole, Custom Design	EA	9,300.00	1	9,300.00
641-2-30	Pre-stressed Concrete Pole, Install	EA	3,500.00	1	3,500.00
641-2-60	Pre-stressed Concrete Pole, Complete Pole Removal, Pedestal/Service Pole	EA	200.00	1	200.00
641-2-70	Pre-stressed Concrete Pole, Shallow Pole Removal	EA	2,000.00	1	2,000.00
641-2-80	Pre-stressed Concrete Pole, Complete Pole Removal	EA	3,500.00	1	3,500.00
643-125	Strain Pole, Wood, 25'	EA	550.00	1	550.00
643-130	Strain Pole, Wood, 30'	EA	625.00	1	625.00
643-140	Strain Pole, Wood, 40'	EA	760.00	1	760.00
643-145	Strain Pole, Wood, 45'	EA	1,000.00	1	1,000.00
643-150	Strain Pole, Wood, 50'	EA	1,200.00	1	1,200.00
649-1-11	Aluminum Signal Pole, Pedestal	EA	600.00	1	600.00
649-1-12	Aluminum Signal Pole, Pedestrian Detector Post	EA	350.00	1	350.00
649-1-10	Steel Strain Pole, Pedestal	EA	600.00	20	18,000.00
649-1-11	Steel Strain Pole, Type PS-IV	EA	10,500.00	5	52,500.00
649-1-12	Steel Strain Pole, Type PS-V	EA	12,500.00	5	62,500.00
649-1-13	Steel Strain Pole, Type PS-VI	EA	14,300.00	5	71,500.00
649-1-14	Steel Strain Pole, Type PS-VII	EA	16,000.00	5	78,050.00 -
649-1-15	Steel Strain Pole, Type PS-VIII	EA	18,500.00	5	92,500.00 -
649-1-16	Steel Strain Pole, Type PS-IX	EA	20,500.00	5	102,500.00 -
649-31-101	Steel Mast Arm Assembly, (36')	EA	20,000.00	1	20,000.00 -
649-31-102	Steel Mast Arm Assembly, (40')	EA	22,000.00	1	22,000.00 -
649-31-103	Steel Mast Arm Assembly, (60')	EA	29,400.00	1	29,400.00
649-31-104	Steel Mast Arm Assembly, (70.5')	EA	32,000.00	1	32,000.00
649-31-105	Steel Mast Arm Assembly, (76')	EA	32,200.00	1	32,200.00
649-31-106	Steel Mast Arm Assembly, (36'w/Luminaire)	EA	23,695.00	1	23,695.00
649-31-107	Steel Mast Arm Assembly, (40' w/Luminaire)	EA	27,270.00	1	27,270.00
649-31-108	Steel Mast Arm Assembly, (60' w/Luminaire)	EA	33,284.00	1	33,284.00
649-31-109	Steel Mast Arm Assembly, (70.5' w/Luminaire)	EA	35,800.00	1	35,800.00
649-31-110	Steel Mast Arm Assembly, (36'-38')	EA	27,600.00	1	27,600.00
649-31-111	Steel Mast Arm Assembly, (36'-46')	EA	30,000.00	1	30,000.00
649-31-112	Steel Mast Arm Assembly, (36'-60')	EA	37,000.00	1	37,000.00

FDOT BOE Pay Item No.	Furnish and Install Ratest	Unit	Unit Price	Est. Qty.	Extension
649-31-113	Steel Mast Arm Assembly, (30'-70.5')	EA	39,600.00	1	39,600.00
649-31-114	Steel Mast Arm Assembly, (45'-45')	EA	35,500.00	1	35,500.00
649-31-115	Steel Mast Arm Assembly, (45'-60')	EA	38,900.00	1	38,900.00
649-31-116	Steel Mast Arm Assembly, (45'-70.5')	EA	40,700.00	1	40,700.00
649-31-117	Steel Mast Arm Assembly, (60'-60')	EA	41,600.00	1	41,600.00
649-31-118	Steel Mast Arm Assembly, (60'-70.5')	EA	43,200.00	1	43,200.00
649-31-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA	45,000.00	1	45,000.00
649-38-300	Mast Arm, Remove Shallow Foundation, Salt on Attachment	EA	1,600.00	1	1,600.00
649-38-600	Mast Arm, Remove Deep/Complete Foundation, Salt on Attachment	EA	3,600.00	1	3,600.00
650-1-11	Traffic Signal -- 1 Section, 1 Way, Aluminum	AS	600.00	5	3,000.00
650-1-24	Traffic Signal -- 3 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	750.00	30	22,500.00
650-1-28	Traffic Signal -- 4 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	835.00	5	4,175.00
650-1-29	Traffic Signal -- 5 Section, 1 Way, Polycarbonate, W/Aluminum Top (Cluster)	AS	1,200.00	20	24,000.00
650-1-34	Traffic Signal -- 3 Section, 1 Way, Polycarbonate	AS	750.00	10	7,500.00
650-1-38	Traffic Signal -- 4 Section, 1 Way, Polycarbonate	AS	850.00	10	8,500.00
650-1-38	Traffic Signal -- 5 Section, 1 Way, Polycarbonate (Straight)	AS	1,100.00	10	11,000.00
650-1-44	Traffic Signal -- 3 Section, 1 Way, Programmable	AS	4,550.00	1	4,550.00
650-1-60	Traffic Signal, Remove	AS	50.00	10	500.00
653-1-11	Pedestrian Signal -- LED, 1 Way, Countdown-Standard	EA	600.00	25	15,000.00
653-1-12	Pedestrian Signal -- LED, 2 Way, Countdown-Standard	EA	1,200.00	15	18,000.00
653-1-40	Pedestrian Signal, Relocate	EA	325.00	15	4,875.00
653-1-60	Pedestrian Signal, Remove Pedestrian Signal Pole/Pedestal to Remain	EA	50.00	15	750.00
654-1-20	In Roadway Light Assembly, Solar Powered, Complete	AS	30,000.00	10	300,000.00
654-2-21	Rectangular Rapid Flashing Beacon, Solar Powered Complete Single Direction	AS	5,650.00	10	56,500.00
654-2-22	Rectangular Rapid Flashing Beacon, Solar Powered Complete Back to Back	AS	5,775.00	10	57,750.00
660-1-101	Loop Detector -- Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA	150.00	10	1,500.00
660-1-102	Loop Detector -- Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Delay	EA	200.00	10	2,000.00
660-1-103	Loop Detector -- Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA	150.00	10	1,500.00
660-1-104	Loop Detector -- Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Delay	EA	200.00	10	2,000.00
660-1-105	Loop Detector -- Inductive, Type 5, 2 Channel, Solid State, Shelf Mounted	EA	315.00	10	3,150.00
660-1-106	Loop Detector -- Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Delay	EA	315.00	10	3,150.00
660-1-107	Loop Detector -- Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA	650.00	5	3,250.00
660-1-108	Loop Detector -- Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Delay	EA	650.00	5	3,250.00

FDOT BOE Pay Item No.	Furnish and Install Ratest	Unit	Unit Price	Est. Qty.	Extension
660-1-109	Loop Detector -- Inductive, Type 9, 2 Channel, Solid State, Rack Mounted	EA	175.00	5	875.00
660-1-110	Loop Detector -- Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Delay	EA	215.00	5	1,075.00
660-1-111	Loop Detector -- Inductive, Type 11, 4 Channel, Solid State, Rack Mounted	EA	300.00	5	1,500.00
660-1-112	Loop Detector -- Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Delay	EA	450.00	5	2,250.00
660-2-101	Loop Assembly -- Type A - (6'x60')	AS	600.00	25	15,000.00
660-2-102	Loop Assembly -- Type B - (6'x6')	AS	600.00	25	15,000.00
660-2-103	Loop Assembly -- Type F- (6'x60')	AS	1,000.00	25	25,000.00
660-4-11	Vehicle Detection System-Video Cabinet Equipment	EA	17,000.00	1	17,000.00
660-4-12	Vehicle Detection System-Video Above Ground Equipment	EA	6,000.00	1	6,000.00
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA	1,000.000	1	1,000.00
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA	200.00	1	200.00
660-4-61	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA	450.00	1	450.00
665-1-11	Pedestrian Detector -- Standard	EA	150.00	10	1,500.00
665-1-12	Pedestrian Detector -- Accessible	EA	1,815.00	10	18,150.00
665-1-60	Pedestrian Detector -- Remove Pole/Pedestal to Remain	EA	20.00	10	200.00
670-4-1	Intersection Control Beacon Complete	AS	1,500.00	1	1,500.00
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS	21,700.00	5	108,500.00
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS	22,200.00	1	22,200.00
670-5-151	Traffic Controller Assembly, ATC, One Pre-emption Plan	AS	22,800.00	5	114,000.00
670-5-152	Traffic Controller Assembly, ATC, Two Pre-emption Plans	AS	22,800.00	1	22,800.00
670-5-400	Traffic Controller Assembly, Modify	AS	400.00	1	400.00
670-5-500	Traffic Controller Assembly, Relocate Controller w/ Cabinet	AS	2,500.00	1	2,500.00
670-5-600	Traffic Controller Assembly, Remove Controller w/ Cabinet	AS	165.00	1	165.00
671-2-11	Traffic Controller Without Cabinet -- In Existing Cabinet, NEMA	EA	4,750.00	10	47,500.00
671-2-30	Traffic Controller, Install	EA	675.00	5	3,375.00
671-2-40	Traffic Controller, Modify	EA	325.00	1	325.00
671-2-50	Traffic Controller, Relocate -- Without Cabinet	EA	400.00	1	400.00
671-2-60	Traffic Controller, Remove -- Cabinet to Remain	EA	100.00	5	500.00
676-2-300	ITS Cabinet, Install	EA	700.00	2	1,400.00
676-2-600	ITS Cabinet, Remove	EA	165.00	2	330.00
682-1-113	ITS CCTV Camera, Dome PTZ Enclosure -- Pressurized, IP, HD	EA	5,535.00	2	11,070.00
682-1-300	ITS CCTV Camera, Install	EA	300.00	2	600.00
682-1-400	ITS CCTV Camera, Relocate	EA	550.00	2	1,100.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	2,500.00	5	12,500.00
684-1-3	Managed Field Ethernet Switch, Install	EA	500.00	5	2,500.00

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
684-3-11	Digital Video Encoder, w/ Software Encoder, Hardened Encoder	EA	3,500.00	5	17,500.00
684-3-31	Digital Video Encoder, w/ Software Encoder, Install, Hardened Encoder	EA	500.00	5	2,500.00
684-5-1	Media Converter	EA	3,750.00	5	18,750.00
684-5-3	Media Converter, Install	EA	800.00	5	4,000.00
684-6-11	Wireless Communication Device, Ethernet Access Point	EA	3,500.00	5	17,500.00
684-6-12	Wireless Communication Device, Ethernet Subscriber Unit	EA	4,000.00	5	20,000.00
684-6-13	Wireless Communication Device, Serial Data Unit	EA	1,800.00	5	9,000.00
685-1-13	Uninterruptible Power Supply, Line Interactive w/ Cabinet	EA	7,745.00	5	38,725.00
685-1-14	Uninterruptible Power Supply, Online/Double Conversion w/ Cabinet	EA	11,000.00	5	55,000.00
700-5-21	Internally Illuminated Sign, Overhead Mount, Up to 12 Sq Ft	EA	2,585.00	5	12,925.00
700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 Sq Ft	EA	3,020.00	5	15,100.00
700-11-161	Electronic Display Sign, Grd/Mt. AC/Powered w/S.F.B. & Flashing Beacons	AS	2,500.00	5	12,500.00
700-11-261	Electronic Display Sign, Grd/Mt. Solar/Powered w/S.F.B. & Flashing Beacons	AS	2,600.00	5	13,000.00
700-12-11	Sign Beacon, Ground Mount – AC Powered, One Beacon	AS	3,500.00	10	35,000.00
700-12-12	Sign Beacon, Ground Mount – AC Powered, Two Beacon	AS	3,800.00	10	38,000.00
700-12-21	Sign Beacon, Ground Mount – Solar Powered, One Beacon	AS	4,700.00	10	47,000.00
700-12-22	Sign Beacon, Ground Mount – Solar Powered, Two Beacon	AS	5,100.00	10	51,000.00
			TOTAL	$	2,907,789.00

NOTES

1. All Bid Rates are furnished and installed unless otherwise noted.

2. Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.

3. The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers COUNTY a better value based upon the reliability, quality of service, or product of such other bidder. In the event COUNTY awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 23, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Traffic Signal Construction
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

2. Clarifications

   Pay Item – 630-2-11 – Open Trench
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**

   Pay Item – 630-2-12 – Directional Bore
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**

   Pay Item – 630-2-14 - Aboveground
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**
   What type of conduit is to be installed? (PVC or Galvanized Rigid)? **Galvanized Rigid**

   Pay Item – 630-2-15 – Bridge Mount
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**
   What type of conduit is to be installed? (PVC, Galvanized Rigid, or Fiberglass)? **Galvanized Rigid**

Pay Item – 630-2-15 – Jack & Bore Under R/R
What is the size of the conduits that is to be installed? Standard 6" Sleeve
How many conduits to be installed? 1

Pay Items – 633-1-111 through 633-1-124.

Please clarify which is correct. Multi-mode fiber optic cable or Single mode fiber optic cable? Single mode fiber optic cable

Pay Items – 635-2-11, 635-2-12, 635-2-13

Does the county require concrete collars around pull boxes? Yes, unless in sidewalk, all pull boxes installed per FDOT DS Index 17700

Pay Item – 639-2-1

What size of service wire shall be assumed for this estimate? AWG #6

Pay Item – 639-4-3

What size of generator is the county requiring to be furnished? 7000 Watt +/-

Pay Items - 700-12-21 & 700-12-22

What size solar panel? Typical 21"x 33"
What size battery? Varies 55 amp hour and 105 amp hour
What size pole? 4.5 " OD and some 3"
Is the base a pedestal base or slip base? Both
Are all of the beacons YELLOW? Majority "Yellow" some "Red" stop beacons
Is the solar panel top of pole mount or side of pole mount? Varies majority side mount some "Carmanah" Top

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: Ingram Signalization, Inc.

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2ND Floor
P.O. BOX 1591
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(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 25, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Traffic Signal Construction
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form – Quantities have change in the following items.

   632-7-1, Cable, Signal - New or Reconstructed
   632-7-6, Cable, Signal – Remove Intersection

   See attached revised bid form page #1.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: Ingram Signalization, Inc.

PRN

SOLICITATION OFFER AND BID FORM

SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
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

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

TRAFFIC SIGNAL CONSTRUCTION

SOLICITATION NUMBER: PD 15-16.090

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____) _____
EMAIL _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

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 certifications requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

_____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090**, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, _____ hereby propose to provide at the following price:
Company

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF		100	
630-2-12	Conduit – Directional Bore	LF		500	
630-2-14	Conduit - Aboveground	LF		300	
630-2-15	Conduit - Bridge Mount	LF		400	
630-2-20	Conduit – Jack & Bore Under R/R	LF		400	
632-7-1	Cable, Signal - New or Reconstructed	PI		5	
632-7-2	Cable, Signal - Repair/Replace	LF		500	
632-7-4	Cable, Signal - Adjust	PI		2	

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal – Remove Intersection	PI		5	
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF		500	
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF		500	
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF		500	
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF		500	
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF		500	
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF		500	
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF		500	
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF		500	
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF		500	
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF		500	
633-2-31	Fiber Optic Connection–Splice	EA		5	
633-2-32	Fiber Optic Connection–Termination	EA		5	
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA		5	
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA		5	
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA		5	
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA		5	
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA		5	
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA		5	
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA		5	
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA		5	
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA		5	
633-4-1	Cable Twisted Pair	LF		500	
633-4-4	Cable Twisted Pair- Relocate	LF		500	
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI		1	
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI		1	
634-4-153	Span Wire Assembly – Two Wire, Box	PI		1	
634-4-154	Span Wire Assembly – Two Wire, Other	PI		1	
634-5-1	Fiberglass Insulator	LF		50	
635-2-11	Pull and Splice Box – 13" x 24"	EA		20	
635-2-12	Pull and Splice Box – 24" x 36"	EA		1	
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA		1	
635-3-12	Junction Box-Mounted	EA		1	
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS		5	
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS		5	
639-2-1	Electrical Service Wire	LF		500	

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 22, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:33 p.m. – 7:16 p.m.)

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

PUBLIC FORUM WORK SESSION

Chairman Robinson called the Public Forum Work Session to order at 4:33 p.m.

1. FOR INFORMATION: The Board heard comments from James C. Nims, Jr., regarding various national and local issues.

2. FOR INFORMATION: The Board heard comments from Barbara Mayall regarding the VT Mobile Aerospace Engineering, Inc., project at the airport.

3. FOR INFORMATION: The Board heard comments from Scot Mason and Wayne Madden regarding the donation of $2,170 to the Escambia County Marine Stewardship Fund for a memorial reef in the name of the late Captain Joe Madden, who served as the founder and first president of the Pensacola Recreational Fisherman's Association.

4. FOR INFORMATION: The Board heard comments from Denise Copeland regarding a gas line that was broken during work performed on a County project and leaked gas into her daughter's home, which is causing health problems and medical costs to accumulate.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-52. Approval of Various Consent Agenda Items – Continued

10. Approving, and authorizing the Chairman to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.090, Traffic Signal Construction, for an initial term of 12 months, with two options for 12-month renewals, for a total of 36 months, for an estimated annual expenditure of $300,000 (Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601).

11. Approving, and authorizing the Chairman to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.089, Street and Navigation Lighting Maintenance and Repair, for an initial term of 12 months, with two options for renewal for 12 months, for a total of 36 months, for an estimated annual amount of $150,000 (Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601).

12. Approving, and authorizing the Chairman to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.088, Traffic Signal Response Maintenance, for an initial term of 12 months, and the option for two 12-month extensions, for a period of 36 months, for an estimated annual amount of $300,000 (Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601).

13. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Roberson Excavation, Inc., per the terms and conditions of PD 15-16.078, Crary Road Dirt Road Paving, for a lump sum of $1,313,391.55 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Code 08EN0068).

14. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Gulf Atlantic Constructors, Inc., per the terms and conditions of PD 15-16.073, Jackson Lake Maintenance Yard/Hurd Road, for a lump sum of $470,940 (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330494, Object Code 54612/56301, Project Code ESDMP01).

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 21, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:33 p.m. – 9:01 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
(Regular Board Meeting only)
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

PUBLIC FORUM WORK SESSION

Chairman Underhill called the Public Forum Work Session to order at 4:33 p.m.

1. FOR INFORMATION: The Board heard comments from Nancy Hagman concerning Escambia County Area Transit bus routes and privatization of land on Pensacola Beach.

2. FOR INFORMATION: The Board heard comments from Barbara Mayall concerning the Mass Transit Advisory Committee.

3. FOR INFORMATION: The Board heard comments from Sterling Lanier, Jr., concerning homelessness.

4. FOR INFORMATION: The Board heard comments from Gloria Vega regarding the sale of property.

5. FOR INFORMATION: The Board heard comments from Lorrie Newman concerning privatization of land on Pensacola Beach.

6. FOR INFORMATION: The Board heard comments from Dianne Krumel concerning Escambia County Area Transit bus routes and privatization of land on Pensacola Beach.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-38. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning extensions of contracts with Gulf Coast Traffic Engineers for traffic-related services (Funding Source: funds are available in Fund 175, Transportation, Trust Fund, Cost Center 211201, Object Code 53101, Professional Services):

    A. Approving the Amendment to Contract (PD 13-14.084, Install, Refurbish, and Removal of Pavement Markings and Associated Items), with Gulf Coast Traffic Engineers, Inc., per the contract terms, for a period of six months;

    B. Approving the Amendment to Contract (PD 13-14.085, Install, Furnish, and Removal of Signs), with Gulf Coast Traffic Engineers, Inc., per the contract terms, for a period of six months; and

    C. Authorizing the Chairman to sign the Amendments and any future documentation related to such, subject to Legal sign-off.

24. Taking the following action concerning the renewal of contracts between Escambia County, Florida, and Ingram Signalization, Inc. (Funding Source: Fund 167/175, Bob Sikes/Transportation Trust Fund, Cost Center 140302/211201, Object Code 54601/546901):

    A. Approving the renewal for Contract PD 15-16.088 (Traffic Signal Response and Maintenance), with Ingram Signalization, Inc., for 12 months;

    B. Approving the renewal for Contract PD 15-16.089 (Street and Navigation Lighting Maintenance and Repair), with Ingram Signalization, Inc., for 12 months;

    C. Approving the renewal for Contract PD 15-16.090 (Traffic Signal Construction), with Ingram Signalization, Inc., for 12 months; and

    D. Authorizing the Chairman to sign any documentation necessary to permit the 12-month Contract renewals.

Wendy C Eacret

From: Terri V. Malone
Sent: Monday, September 10, 2018 1:44 PM
To: Wendy C Eacret
Subject: FW: Contracts PD 15-16.89 (Street and Navigation Lighting Maintenance and Repair) and PD 15-16.090 Traffic Signal Construction

Email attachment

Terri V. Malone, AICP
Engineering Program Coordinator

Escambia County
Public Works – Transportation & Traffic Operations
3363 Park Place, Pensacola, FL 32505
Work (850) 595-3425 Mobile (850) 490-0915

From: DWILSON@GULF.NET [mailto:DWILSON@GULF.NET]
Sent: Monday, September 10, 2018 12:29 PM
To: Terri V. Malone <TVMALONE@myescambia.com>
Cc: tony@ingramcorp.com; russell@ingramcorp.com; David V. Forte <DVFORTE@myescambia.com>
Subject: Re: Contracts PD 15-16.89 (Street and Navigation Lighting Maintenance and Repair) and PD 15-16.090 Traffic Signal Construction

Terri-
Yes , we would like to re-new the current contracts for the remaining 12 month renewal period.

-Donnie Wilson V.P.

From: Terri V. Malone
Sent: Monday, September 10, 2018 11:52 AM
To: dwilson@gulf.net
Cc: tony@ingramcorp.com ; russell@ingramcorp.com ; David V. Forte
Subject: FW: Contracts PD 15-16.89 (Street and Navigation Lighting Maintenance and Repair) and PD 15-16.090 Traffic Signal Construction

Hi Donnie,

Following up with you on this. Does Ingram Signalization, Inc want to pursue the last 12-month renewal of the Street and Navigation Lighting Maintenance and Repair Contract as well as the Traffic Signal Construction Contract? We are preparing the Board Recommendation and need to confirm this with you by the end of the day.

Terri V. Malone, AICP
Engineering Program Coordinator

Escambia County

Public Works – Transportation & Traffic Operations
3363 Park Place, Pensacola, FL 32505
Work (850) 595-3425 Mobile (850) 490-0915

From: Terri V. Malone
Sent: Wednesday, September 5, 2018 11:51 AM
To: 'dwilson@gulf.net' <dwilson@gulf.net>
Cc: 'tony@ingramcorp.com' <tony@ingramcorp.com>; 'russell@ingramcorp.com' <russell@ingramcorp.com>; David V. Forte <DVFORTE@myescambia.com>
Subject: Contracts PD 15-16.89 (Street and Navigation Lighting Maintenance and Repair) and PD 15-16.090 Traffic Signal Construction

Hello Donnie,

We are finishing our first 12 month renewal of the two referenced projects. There is one optional 12-month renewal remaining for these contracts. Does your firm agree to this last 12 month renewal for both contracts? If your firm agrees to these extensions, please let me know by the close of business this Friday.

Thanks,

Terri V. Malone, AICP
Engineering Program Coordinator

Escambia County

Public Works – Transportation & Traffic Operations
3363 Park Place, Pensacola, FL 32505
Work (850) 595-3425 Mobile (850) 490-0915

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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14843 **County Administrator's Report 13. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Rental of Brownsville Community Center for Impact 100
From: Jeff Bergosh, Commissioner, District 1
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Rental of the Brownsville Community Center for Impact 100 - Commissioner Jeff Bergosh, District 1

That the Board approve $1,000 for the rental of the Brownsville Community Center for Impact 100. The funds will be transferred from Commissioner Bergosh's discretionary money, to the Escambia County Neighborhood & Human Services Budget.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

Impact 100 is holding their annual Nonprofit Workshop, April 16, 2019, that is open to all nonprofit organizations in Escambia and Santa Rosa Counties. The purpose of the workshop is to learn about the grant process, tips for writing successful grants, and to become inspired to create a winning project.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2017-18 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Budget Amendment will be issued by the Office of Management and Budget.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14849 **County Administrator's Report 13. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Combined General Liability – Professional Criminal Justice Service (CJS) Operations, and Professional Liability (Medical Malpractice) for the Jail
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning General Liability and Professional (Medical Malpractice) Insurance for the Jail - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to USI Insurance Services, LLC, for the combined General Liability –Professional Criminal Justice Service Operations insurance policy written through AB Risk (Wholesale Broker) and issued by Brit Global Specialty USA, effective October 1, 2018, through September 30, 2019, in the amount of $512,937, with a $100,000 deductible; and

B. Approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance policy written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by certain underwriters at Lloyd's, London, to extend the existing policy for 1 month effective October 1, 2018, to November 1, 2018, in the amount of $5,570, to allow additional time for negotiation of the terms for a full term policy.

[Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501]

BACKGROUND:

Operation of the Escambia County jail under the Board of County Commissioners makes it necessary for the Board to purchase the above-mentioned insurance policies.

The General Liability premium decreased $933.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the contract administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

Attachments

GL Quote

Med-Mal 1 month extension

Brit Global Specialty USA
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations
Binder #: Policy #: 0

BRIT GLOBAL SPECIALTY USA

COMBINED GL/PROFESSIONAL - CRIMINAL JUSTICE SERVICE OPERATIONS

QUOTE

Quote Date: 7-Sep-2018 *Quotes valid for 30 days* Renewal Of: CJ10024017

Broker: AB Risk

Insured: Board of County Commissioners Escambia County (Jail Operations Only)

Mailing Add: 221 Palafox Place, Suite 200 City Pensacola State FL Zip 32502

Facility Add: See Schedule

Operations: See Schedule Policy From: 1-Oct-2018 To: 1-Oct-2019

Policy Aggregate Limit	$	10,000,000		
Criminal Justice Liability Limits by Coverage Part:			**Sexual Misconduct Endorsement**	
Coverage A – BI/PD Limit	$	5,000,000	$ 1,000,000	Each Occurrence Sub-limit
Products / Completed Operations Aggregate	$	5,000,000	$ 1,000,000	Aggregate Sub-limit
Damage to Premises Rented to You Sub-limit	$	100,000	$ 100,000	Deductible
Coverage B – Personal & Advertising Injury Limit	$	5,000,000	[ ] Occurrence	[X] Claims Made
Coverage C – Medical Expense Limit – Any One Person	$	1,000	Retro Date:	**1-Oct-2013**
Professional Liability Limits	$	5,000,000		

Deductible: $ 100,000 Including Loss Adjustment Expense (LAE) Defense Costs Are In Addition To Policy Limits

Per occurrence if coverage is on an occurrence basis.

Per claim if coverage is on a claims made basis

OPTIONAL COVERAGE PARTS:

Limited Health Care Services Endorsement

Claims Made Retro Date: N/A

Not Covered Each Occurrence Sub-limit

Not Covered Aggregate Sub-limit

Not Covered Deductible - Per Claim

**** EXCLUDES Punitive Damages

Employment Related Practices Liability Cov. Part

Claims Made Retro Date: N/A

Not Covered Occurrence Sub-limit

Not Covered Aggregate Sub-limit

Not Covered Deductible Per Claim

**** EXCLUDES Punitive Damages

Defense Costs Are Inside The Policy Limits

Employee Benefits Liability Coverage Part

Claims Made Retro Date: N/A

Not Covered Occurrence Sub-limit

Not Covered Aggregate Sub-limit

Not Covered Deductible Per Claim

Stop Gap – Employers Liability Coverage Part

Occurrence

Not Covered BI By Accident – Each Accident

Not Covered BI By Disease – Aggregate Limit

Not Covered BI Disease – Each Employee

Brit Global Specialty USA
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations

SPECIAL TERMS AND CONDITIONS/EXCLUSIONS:

Includes: Civil Rights Violations, Professional Liability Policy has no exclusion for Punitive Damages, Assault & Battery; Incidental Medical Malpractice for employed Nurses, Counselors or Psychologists on a Claims Made and Reported Form. Retro Date: 10/01/2013.

Excludes: AIDS/HIV, Asbestos, Lead, Nuclear Energy, Terrorism, Any type or form of Fungus, including clean-up and associated costs or expenses. A Designated Premise and/or Operations Endorsement will be on the policy. Cyber and Privacy Disclosure and/or Breech.

Policy Premium:	$	512,787	Minimum & Deposit
Optional Terrorism Premium:			Rejected
Inspection Fee:	$	-	Fully Earned
Policy Fee:	$	150	Fully Earned
Surplus Line Tax:			Broker's Responsibility
Stamping Fee:			Broker's Responsibility
Total Premium & Fee:	$	512,937	

Commission: 5.0%

Insurance Company: Certain Underwriters at Lloyd's London (Brit Syndicate 2987) BEST'S RATING: A Superior

- A signed BRIT GLOBAL SPECIALTY application within 10 days of binding.
- Signed Terrorism Rejection form must accompany request to bind.
- A 25% Minimum Earned Premium Endorsement.
- A Service of Suit Endorsement
- Incidents involving suicide and or attempted suicide will be sublimited to $1,000,000 and have a $100,000 deductible.
- Warrant Separate Medical Malpratice coverage be caried by the jail with limits not less than $1m Occ and $3m Agg.
- The Medical Malpractice Policy must be primary and non-contributory to any other insurance.
- Subject to continued progress on recommendations.
-

Brit Global Specialty USA Underwriter:
Michael L. Davis, CIC

NOTICE: This document is a(n): **QUOTE**

If this document is a Quote: Acceptance by the Insured's Representative (Broker) on behalf of the Insured confirms that the broker has fully explained the terms, conditions and form to the Insured. The terms and conditions of this quote may not be as broad as first requested by the Broker and the explanations herein are incomplete and are intended to be only an outline of the terms and conditions of the policy. There are NO FLAT CANCELLATIONS after binding. All risks are subject to inspection. Broker must notify us of any premium financing. Quotes are valid for 30 days. If Underwriters receive any new information after this document is issued that reflects any material change in the underwriting exposure, we may at our option withdraw or modify the quotation at any time prior to Underwriters' acceptance of the binder. In the event of a material change, Underwriters may at their sole discretion, modify and/or withdraw this quotation even if the quotation has already been accepted by the insured.

If this document is a Binder: This binder is a temporary contract of insurance pending issuance of a policy. It is subject to all of the terms and conditions of the policy intended to replace this contract. Upon issuance of the replacing policy, this binder shall be null and void from inception.

If this document is an Indication: This is an indication only. Coverage may not be bound until approved by a Brit Global Specialty USA Underwriter.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

PLEASE ALSO BE AWARE THAT YOUR POLICY DOES NOT PROVIDE COVERAGE FOR ACTS OF TERRORISM THAT ARE NOT CERTIFIED BY THE SECRETARY OF THE TREASURY.

Acceptance or Rejection of Terrorism Insurance Coverage

You must accept or reject this insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act,* before the effective date of this policy. Your coverage cannot be bound unless our representative has received this form signed by you on behalf of all insureds with all premiums due.

☐ **Coverage acceptance.**

I hereby elect to purchase coverage for certified acts of terrorism, *as defined in Section 102(1) of the Act* for a prospective annual premium of $25,639. I understand that I will not have coverage for losses resulting from any non-certified acts of terrorism.

OR

☐ **Coverage rejection.**

I hereby decline to purchase coverage for certified acts of terrorism, *as defined in Section 102(1) of the Act.* I understand that I will not have coverage for any losses arising from certified or non-certified acts of terrorism.

	Certain Underwriters at Lloyd's London (Brit Syndicate 2987)
Policyholder/Applicant's Signature **Must be person authorized to sign for all insureds.**	**Insurance Company**
	0
	Policy Number
Print Name	
	Submission Number
Board of County Commissioners Escambia County (Jail Operations Only)	
Named Insured	**Producer Number**
	AB Risk
Date	**Producer Name**
	Street Address
	City, State, Zip

The producer shown above is the wholesale insurance broker your local insurance agent used to place your insurance coverage with us. Please discuss this Disclosure with your agent before signing.

BRIT
GLOBAL SPECIALTY USA

SURPLUS LINES PRODUCERS ACKNOWLEDGMENT

Brit Global Specialty USA
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Michael L. Davis, CIC

E-Mail: susan.thomson@britinsurance.com

RE: Board of County Commissioners Escambia County (Jail Operations Only)
POLICY NO.: 0
Return To: Brit Global Specialty USA
ATTN: Elena Brandt
Date: 09/05/2018

This policy is being written on a surplus lines (or non-admitted) basis. It is YOUR responsibility to arrange for the filing and payment of all applicable surplus lines taxes and fees. In addition, the submitting producer must make sure that the issuance of the policy complies with all countersignature and disclosure requirements as applicable.

Please return a copy of this document acknowledging that all surplus lines filings will be completed in full compliance with all applicable state surplus lines laws, regulations, and procedures.

PLEASE PRINT OR TYPE

Name of Individual or Office holding Surplus Lines License: _____
Address of Individual or Office: _____

Surplus Lines License Number used in actual filing: _____
State of Filing: _____

I ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT AND FILING OF ALL APPLICABLE STATE TAXES AND FEES ON THE CAPTIONED POLICY. I CERTIFY THAT ALL SURPLUS LINES FILINGS WILL BE COMPLETED IN FULL COMPLIANCE WITH ALL APPLICABLE STATE LAWS, REGULATIONS, AND PROCEDURES, INCLUDING BUT NOT LIMITED TO, AFFIXING ALL REQUIRED BROKER AND BROKER LICENSING INFORMATION ON ALL RELEVANT DOCUMENTS.

Confirmation Signature of Individual Broker: _____

Date: _____

PLEASE RETURN TO: Brit Global Specialty USA, (at address above) in original, by fax or email scanned copy to: *Elena.Brandt@britinsurance.com*

Brit Global Specialty USA
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

ATTENTION AGENTS & BROKERS

It is our underwriting requirement
that we have a signed application
in file.

Please take a couple of minutes NOW and forward the signed application. If we are successful and secure an order to bind coverage, we will have the SIGNED APPLICATION on file and much time and energy will be saved for all.

Brit Global Specialty USA
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations

09/05/2018

Board of County Commissioners Escambia County (Jail Operations Only)

SCHEDULE OF LOCATIONS

Loc #	Address	Occupancy
1	2935 N L Street, Pensacola, FL,	Jail
2	1211 W Fairfield Drive, Pensacola, FL, 32501	Work Release
3	601 Highway 297A, Cantonment, FL, 32533	Road Prison
4	(Walton County Jail) 796 Triple G Road, DeFuniak Springs, FL, 32433	Jail
	, , ,	0
	, , ,	0

Endorsement number	11
This endorsement, effective	10/1/2017
Forms a part of policy number	AH200212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

DECLARATIONS - GENERAL CHANGES

This endorsement modifies insurance provided under this Policy.

In consideration of premium charged, the following item on the Declarations Page is amended to read:

1. NAME AND ADDRESS OF INSURED:
   Escambia County Board of County Commissioners
   1700 W Leonard STreet, Pensacola, FL 32501

2. EFFECTIVE FROM 10/1/2017 to 11/1/2018
   (both days at 12:01 a.m. standard time.)

3. Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON. Percentage – 100%

4. AMOUNT

Limits	a.	$1,000,000	Per Claim (PL)
	b.	$3,000,000	Annual Aggregate (PL)
	c.	Not Applicable	Per Occurrence (GL)
	d.	Not Applicable	Annual Aggregate (GL)
	e.	Not Applicable	Per Claim (EBL)
	f.	Not Applicable	Annual Aggregate (EBL)
	g.	**$3,000,000**	**Policy Aggregate**
Deductible	h.	$15,000	Per Claim (PL)
	i.	Not Applicable	Annual Aggregate (PL)
	j.	Not Applicable	Per Occurrence (GL)
	k.	Not Applicable	Annual Aggregate (GL)
	l.	Not Applicable	Per Claim (EBL)

Coverage Type: Healthcare Organization Professional and General Liability Insurance

Retroactive Date	a)	8/1/2009	PL
	b)	Not Applicable	GL
	c)	8/1/2009	EBL

Rate: On File With the Correspondent

Premium $5,570

5. FORMS ATTACHED HERETO AND SPECIAL CONDITIONS

AH 1111 001 (7.2015)	Declarations Page - CW
AH 1111 002 (5.2014)	Policy
AH 1111 010 (5.2014)	Delete Insuring Agreement B
AH 1111 011 (5.2014)	Delete Insuring Agreement C
AH 1111 012 (5.2014)	Limitation of Surgical Services
AH 1111 013 (5.2014)	Defense Costs Within Limit
AH 1111 019 (5.2014)	General Changes to Declarations
AH 1111 031 (5.2014)	NMA Mandatory Endorsements
AH 1111 033 (5.2014)	Schedule B
AH 1111 035 (5.2014)	Sexual Misconduct Amendment
Manuscript 1	Manuscript Endorsement 1
Manuscript 2	Manuscript Endorsement 2
AH 1111 049 (7 2015)	Statement of Security

6. SERVICE OF SUIT MAY BE MADE UPON
Mssrs. Mendes and Mount
750 Seventh Avenue, New York, NY 10019

7. IN THE EVENT OF A CLAIM, PLEASE NOTIFY THE FOLLOWING
Western Litigation
1900 West Loop South, Suite 1500, Houston, TX 77027

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14881 **County Administrator's Report 13. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Funding Allocation Truth for Youth "Back On The Blocks Festival"
From: Jeff Bergosh, Commissioner, District 1
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Request for the Truth For Youth, "Back on the Blocks Festival" - Commissioner Jeff Bergosh, District 1

That the Board approve funding $500 for the Truth for Youth, "Back on the Blocks Festival," November 9-10, 2018, from Commissioner Jeff Bergosh's discretionary money, and approve a voucher for this purpose.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

Truth for Youth's mission, is to serve as an advocate for youth, through educational, recreational, and social programs.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2017-2018 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a voucher will be issued by the County Administrator's Office.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14883 **County Administrator's Report 13. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Issuance of Fiscal Year 2018-2019 Purchase Orders Over $50,000
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000, for Fiscal Year 2018-2019 - Jack R. Brown, County Administrator

That the Board approve the issuance of individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, for Fiscal Year 2018-2019, per the following:

A. Gentry and Associates, LLC.
Vendor Number: 071229
State Lobbyist Contract
Fund: 001, General Fund
Cost Center: 110201/53101
PD 17-18.052
BCC Contract Approval: July 5, 2018
Amount: $60,000

B. Alcalde and Fay, LTD.
Vendor Number: 010368
Federal Lobbyist Contract
PD 16-17.038
Fund: 001 General Fund
Cost Center: 110201/53101
Amount: $82,000
($6,500 per month plus $4,000 in travel expenses)

C. Dynamic Security Services, Inc.
d/b/a Dynamic Security
Vendor: 010368
PD 15-16.051
Fund: 001, General Fund

BCC Contract Approval 08/04/17
Amount: $55,000

BACKGROUND:

Issuance of these Purchase Orders ensures the continuity of services provided to the Board of County Commissioners through these contracts. Allocations for these expenditures are included in the budgt for Fiscal Year 2018-2019 that was approved by the Board on September 17, 2018.

BUDGETARY IMPACT:

Funding is budgeted in the various Cost Centers/Object Code listed in Fiscal Year 2018-2019.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office prepared the original agreements that the Board approved for these services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board Approval, the County Administrator's Office will issue Purchase Orders to these vendors.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14882 **County Administrator's Report 13. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Funding Allocation for the Studer Institute in conjunction with the United Way of Escambia County to Develop a Map of the ALICE Households
From: Doug Underhill, Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation for the Studer Institute in Conjunction with the United Way of Escambia County, to Develop a Map of the ALICE Households in Escambia County - Doug Underhill, Commissioner, District 2

That the Board approve Commissioner Underhill's request to provide $5,000, from the Economic Development fund for the Studer Institute in conjunction with the United Way of Escambia County to develop a map of the ALICE (Asset Limited, Income Constrained, Employed) Households in Escambia County.

A master copy of the ALICE report will be available in the County Administrator's Office and in the back of the Board Room for the public to view.

[Funding: Fund 102, Economic Development; Cost Center 360704; Object Code 55101, Office Supplies and Maps]

BACKGROUND:

ALICE refers to the population in our communities that are **A**sset **L**imited, **I**ncome **C**onstrained, **E**mployed. The ALICE population represents those among us who are working, but due to child care costs, transportation challenges, high cost of living and so much more are living paycheck to paycheck.

It was noted during the first round of Triumph Proposals that none of our Economic Development projects are focused in the areas of the community with historically high poverty, and it is these same areas that suffer the most from neglected and aging infrastructure. To achieve lasting change, we must first understand the population of families that are working hard but falling short in each of our communities and across Florida. United Way was tasked with preparing the *United Way ALICE Report* to better understand this challenged and often overlooked population and provide each local

United Way with data to promote stronger and more resilient communities.

Local United Ways have long worked with the ALICE population in the areas of education, income and health to build better lives. The ALICE report clarifies and describes the complex challenges they face and provides invaluable insight regarding how to promote policies and programs that benefit everyone.

BUDGETARY IMPACT:

Upon Board approval, $5,000 will come from the Economic Development fund in the Fiscal Year 2017-2018 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with the Studer Institute and the United Way of Escambia County to obtain the necessary documents to process this payment.

Attachments

2017 United Way ALICE Project Methodology



UNITED WAY ALICE® PROJECT

LIVE UNITED

METHODOLOGY OVERVIEW & RATIONALE

UPDATED SEPTEMBER 2017

INTRODUCTION

ALICE, an acronym for **A**sset **L**imited, **I**ncome **C**onstrained, **E**mployed, represents the growing number of individuals and families who are working, but are unable to afford the basic necessities of housing, child care, food, transportation, and health care.

The United Way ALICE Report uses standardized measurements to quantify the cost of a basic household budget in each county in each state, and to show how many households are struggling to afford it.

This methodology overview describes the rationale for developing ALICE, an alternative to the Federal Poverty Level; the guiding parameters for development of new measures; four resultant measures; and the methodology and data sources used for each.

BACKGROUND: SHORTCOMINGS OF THE FEDERAL POVERTY LEVEL

An accurate and comprehensive measure of the scope, causes, and consequences of poverty forms the basis for identifying problems, planning policy solutions, and allocating resources. Since the War on Poverty began in 1965, the Federal Poverty Level (FPL) has provided a standard by which to determine the number and proportion of people living in poverty in the U.S. Despite the FPL's benefit of providing a nationally recognized income threshold for determining who is poor, its shortcomings are well documented (Citro & Michael, 1995; O'Brien & Pedulla, 2010; Uchitelle, 2001).

Primarily, the measure is not based on the current cost of basic contemporary household necessities, and except for Alaska and Hawaii, it is not adjusted to reflect cost-of-living differences across the U.S. The net effect is an undercount of households living in economic hardship. The official poverty level is so understated that many government and nonprofit agencies use multiples of the FPL to determine eligibility for assistance programs. For example, New Jersey's Low Income Home Energy Assistance Program (LIHEAP) uses 200 percent of the FPL and Louisiana's Women, Infants & Children Program (WIC) uses 185 percent of the FPL (New Jersey Energy Assistance Programs, 2013; U.S. Department of Agriculture, 2015). Even Medicaid and the Children's Health Insurance

Program (CHIP) use multiples of the FPL to determine eligibility across the country (National Conference of State Legislatures, 2014; Roberts, Povich, & Mather, 2012).

In light of the FPL's weaknesses, other measures of financial hardship have been developed. The federal government produces two alternatives to the FPL: the Supplemental Poverty Measure (SPM) from the U.S. Census at the state level, and the Area Median Income (AMI) from the Department of Housing and Urban Development (HUD) for sub-state geographies. Other sub-state geography alternatives to the FPL include Kids Count (Annie E. Casey Foundation), the Self-Sufficiency Standard (Center for Women's Welfare, School of Social Work, University of Washington), the Basic Needs Budget (National Center for Children in Poverty), the Family Budget Calculator (Economic Policy Institute), the Economic Security Index (Institution for Social and Policy Studies), the Living Wage Calculator (MIT), and the Assets and Opportunity Scorecard (Corporation for Enterprise Development). While the plethora of alternatives demonstrates the lack of satisfaction with the FPL, none comprehensively measure the number of households who are struggling in each county in a state and describe the conditions they face.

Finally, the term "poverty" – which the FPL purports to measure –is vague, lacking any assessment of the depth, duration, or household and societal consequences of financial hardship. In addition, the term has gained negative connotations and is often and inaccurately associated only with a lack of employment.

PARAMETERS

To meet the United Way ALICE Project goals that new measures be transparent and provide data that is easily updated on a regular basis and replicable across all states, the ALICE tools were developed based on the following parameters:

1. Make a household the unit of analysis: Because people live in a variety of economic units (families, roommates, etc.), the ALICE tools measure households. ALICE households do not include those living in institutional group quarters, such as college dorms, nursing homes, homeless shelters or prisons.
2. Define the basic cost of living: The goal is to define the basic elements needed to participate in the modern economy. Other measures either are unrealistically low, where a household earning the Threshold still cannot afford basic necessities, or they create an income benchmark higher than is required to afford a household's basic needs. The ALICE measures provide a conservative estimate for the costs of household essentials: housing, child care, food, transportation, technology, and health care, plus miscellaneous expenses and taxes.
3. Measure the number of households unable to afford the basic cost of living: In addition to capturing the basic cost of living, it is important to know the number and proportion of households unable to afford it. Where possible, it is also important to understand their demographic characteristics and geographic distribution.
4. Provide data at the local level: Counties serve as the base geographic unit of analysis because they are the smallest jurisdiction for which we can obtain reliable data across the country. Where possible, we also measure ALICE indicators at the Census Bureau's municipal, county subdivision, and Public Use Microdata Area (PUMA) level. State-level data, while available for a broader set of economic indicators, masks significant inter-county variation.
5. Make new measures transparent and easy to understand: To ensure that measures are transparent and easily understandable, all data come from official and publicly available sources, including the U.S. Census Bureau, the Department of Housing and Urban Development (HUD), the U. S. Department of Agriculture (USDA), and the Bureau of Labor Statistics (BLS). In particular, using readily available data from the American Community Survey's tabulated data as the basis for estimates ensures that calculations are transparent and easily verifiable.
6. Ensure that measures can be easily updated on a regular basis: ALICE measures are standardized using regularly collected, publicly available data to ensure that they can be applied across every county and updated regularly.

7. Make new measures replicable across all states: The ALICE measures quantify financial hardship across geographic jurisdictions and over time. The standard measures enable comparison and common understanding.
8. Identify important contextual conditions: Because economic hardship does not occur in a vacuum, the ALICE tools provide the means to understand the conditions that struggling households face (such as few job opportunities), as well as the consequences of those struggles for the wider community (such as more traffic and longer commutes as workers find lower-cost homes further away from job sites, or stress on emergency rooms overused for primary care).
9. Use neutral language: Because the term "poverty" carries negative connotations, a more neutral descriptive acronym is offered. The term "ALICE" describes a household that is Asset Limited, Income Constrained, Employed.

THE ALICE MEASURES

The United Way ALICE Project developed the four ALICE measures, described below, to identify and assess financial hardship at a local level and to enhance existing local, state, and national poverty measures.

Household Survival Budget: The Household Survival Budget is a minimal estimate of the total cost of household essentials – housing, child care, food, transportation, technology and health care, plus taxes and a contingency fund equal to 10 percent of the household budget. It is calculated separately for each county and for different household types. The budget can be updated as costs and the items considered necessary change over time. For comparison, a Household Stability Budget provides an estimate of a more sustainable budget, including a 10 percent savings category.

ALICE Threshold: The ALICE Threshold represents the minimum income level necessary for survival for a household. Derived from the Household Survival Budget, the Threshold is rounded to American Community Survey income category and adjusted for household size and composition for each county, as described below.

ALICE Income Assessment: The ALICE Income Assessment is a tool that measures: 1) how much income households need to reach the ALICE Threshold; 2) how much they actually earn; 3) how much public and nonprofit assistance is provided to help these households meet their basic needs; and 4) the Unfilled Gap -- how far these households remain from reaching the ALICE Threshold despite both income and assistance.

ALICE Housing Stock Assessment: The ALICE Housing Stock assessment calculates the number of housing units in a county that ALICE and poverty-level households can afford compared with the demand for affordable units. These include rental and owner-occupied units, both government-subsidized and market-rate.

METHODOLOGY: HOUSEHOLD SURVIVAL AND STABILITY BUDGETS

The Household Budgets are a means to understand the cost of living on a local scale. To evaluate the minimal amount needed to survive in a particular geographic area, the Household Survival Budget includes the cost of household essentials – housing, child care, food, transportation, health care, and technology, plus taxes and a 10 percent contingency – priced at the most basic level for each county in a state. The Household Survival Budget is calculated for different household types, including a single adult and a family of four (two adults, one infant, and one preschooler). For comparison, the Household Stability Budget provides an estimate of a more sustainable budget for the same household types.

Household Survival Budget

The Household Survival Budget is comprised of conservative estimates of the cost of household essentials – housing, child care, food, transportation, technology, and health care, plus taxes and a 10 percent contingency – in each county. The data definitions and sources are as follows:

1. **Housing:** The housing budget is based on HUD's Fair Market Rent (FMR – usually 40th percentile of gross rents, but in some locations HUD reports the 50th percentile) for an efficiency apartment for a single person, a one-bedroom apartment for a head of household with a child, and a two-bedroom apartment for a family of three or more. The rent includes the sum of the rent paid to the owner plus any utility costs incurred by the tenant. Utilities include electricity, gas, water/sewer, and trash removal services, but not telephone or internet service. If the owner pays for all utilities, then the gross rent equals the rent paid to the owner. When HUD uses an average FMR for counties within a metropolitan area, the rent is adjusted using the standard deviation from the average of the American Community Survey's Median Gross Rent 5-year estimates.

   Data Sources:
   HUD FMR: http://www.huduser.org/portal/datasets/fmr.html
   ACS: https://www.census.gov/programs-surveys/acs/ Table B25031

2. **Child Care:** The child care budget is based on the average annual cost of care for one infant and one preschooler in registered family child care homes (the least expensive child care option). Data are compiled by each state's governmental department in charge of child care regulations. When data are missing, state averages are used, though missing data may mean that child care facilities are not available in those counties, and residents may be forced to use facilities in neighboring counties. The source for county breakdowns varies by state.

   Data Source: state governmental department in charge of child care regulation

3. **Food:** The food budget is based on the Thrifty Level (lowest of four levels) of the USDA Food Plans. The household food budget is adjusted for six select household compositions including: single adult male 19-50 years old; family of two adults (male and female as specified by the USDA) 19-50 years old; one adult female and one child 2-3 years old; one adult female and one child 9-11 years old; family of four with two adults (male and female) and children 2-3 and 4-5 years old; and family of four with two adults (male and female) and children 6-8 and 9-11 years old. Data for June is used as that is considered by USDA to be the annual average.

   Data Sources:
   http://www.cnpp.usda.gov/sites/default/files/usda_food_plans_cost_of_food/CostofFoodJun2014.pdf
   State food budget numbers are adjusted for regional price variation.
   http://www.ers.usda.gov/media/176139/page19.pdf

4. **Transportation:** The transportation budget is calculated using average annual expenditures for transportation by car and by public transportation from the Bureau of Labor Statistics' Consumer Expenditure Survey (CES). CES data is reported by metropolitan statistical areas and national regions, the budget matches counties to these jurisdictions. Costs are adjusted for household size (divided by CES household size except for single-adult households, which are divided by two). Building on work by the Institute of Urban and Regional Development, we suggest that in counties where 8 percent or more of the population uses public transportation, the cost for public transportation is used; in those counties where less than 8 percent of the population uses public transportation, the cost for auto transportation is used instead (Porter & Deakin, 1995; Pearce, 2015). Public transportation includes bus, trolley, subway, elevated train, railroad, and ferryboat. Car expenses include gas, oil, and other vehicle maintenance expenses, but not lease payments, car loan payments, or major repairs.

   Data Sources:
   American Community Survey: http://www.census.gov/acs/www/
   Bureau of Labor Statistics (CES): http://www.bls.gov/cex/csxmsa.htm#y1112
   CES Region definitions: http://www.bls.gov/cex/csxgloss.htm

5. **Health Care:** The health care budget includes the nominal out-of-pocket health care spending, medical services, prescription drugs, and medical supplies using the average annual health expenditure reported in the CES. CES data is reported by metropolitan statistical areas and national regions, the budget matches counties to these jurisdictions. Costs are adjusted for household size (divided by CES household size except for single-adult households, which are divided by two). The health care budget does not include the cost of health insurance. Starting with the 2016 ALICE Reports, the health care cost incorporates changes from the Affordable Care Act (ACA). Because ALICE does not qualify for Medicaid but in many cases, cannot afford even the Bronze Marketplace premiums and deductibles, we add the cost of the "shared responsibility payment" – the penalty for not having coverage – to the current out-of-pocket health care spending. We include this cost both because it is the legal responsibility of taxpayers without continuous coverage and because 6.5 million taxpayers paid an average of $470 in shared responsibility payments in 2016 (I.R.S., 2017; Pear, 2016). The penalty for 2016 was the higher of these: 2.5 percent of household income (with a maximum of the yearly premium for the national average price of a Bronze Plan sold through the Marketplace), or $695 per adult and $347.50 per child under 18, for a maximum of $2,085.

   Data Sources:
   Bureau of Labor Statistics (CES): http://www.bls.gov/cex/csxmsa.htm#y1112
   CES Region definitions: http://www.bls.gov/cex/csxgloss.htm
   Shared responsibility payment: https://www.healthcare.gov/fees/fee-for-not-being-covered/

6. **Technology:** Smartphones have become a regular and relied upon part of life - ubiquitous across ages and income brackets. Ninety-five percent of Americans own a cell phone of some kind, and 77 percent own a smartphone (Pew Research Center, 2017). These data do not vary greatly between urban and rural areas or across income brackets, and the only significant variation by age is for those 65 or older (who have lower rates than their younger counterparts). Because cell phones have become essential to work in the U.S., the cost of a smartphone is added to the Household Survival Budget for each adult (Pew Research Center, 2015). The cost is based on the cheapest available as reported by Consumer Reports. While there are government subsidies for low-income residents, the income eligibility is significantly less than the ALICE Thresholds, and therefore these subsidies are excluded.

   Data Sources:
   Consumer Reports: https://www.consumerreports.org/u-s-cell-phone-carriers/best-cell-phone-plans-save-money/

7. **Miscellaneous:** The Miscellaneous category includes 10 percent of the budget total (including taxes) to cover cost overruns.

8. **Taxes:** The tax budget includes both federal and state income taxes where applicable, as well as Social Security and Medicare taxes. These rates include standard federal and state deductions and exemptions, as well as the federal Child Tax Credit and the Child and Dependent Care Credit as defined in the Internal Revenue Service 1040: Individual Income Tax, Forms and Instructions. They also include state tax deductions and exemptions such as the Personal Tax Credit and renter's credit as defined in each state Treasury's 1040: Individual Income Tax, Forms and Instructions. ALICE's state taxes are calculated as the average of the tax rates of the income brackets that apply to the Household Survival Budget. Local taxes are incorporated as applicable.

   Data Sources:
   Internal Revenue Service 1040: Individual Income Tax, Forms and Instructions for relevant years, such as: http://www.irs.gov/pub/irs-prior/i1040--2012.pdf
   State Individual Income Tax Rates, 2000-2014: https://taxfoundation.org/state-individual-income-tax-rates/
   State Individual Income Tax Rates, 2016: https://taxfoundation.org/state-individual-income-tax-rates-and-brackets-2016/

Household Stability Budget

The Household Stability Budget represents a more financially stable, less austere standard of living compared to the Household Survival Budget. The Household Stability Budget is comprised of the actual cost of household essentials plus a 10 percent savings allocation and a 10 percent contingency allocation, as well as taxes for each county. The data builds on the sources from the Household Survival Budget; differences are outlined below.

1. **Housing:** The housing budget for a single adult is based on HUD's median rent for a one-bedroom apartment, rather than an efficiency at the Fair Market Rent of 40th percentile; for a head of household with children, the basis is a two-bedroom apartment at the median rent; and housing for a family is based on the American Community Survey's median monthly owner costs for those with a mortgage, instead of rent for a two-bedroom apartment at the 40th percentile. Real estate taxes are included in the tax category below for households with a mortgage. Adjustments are made for variation within a metropolitan area through the American Community Survey's 5-year estimates of Median Gross Rent, as discussed in the Household Survival Budget.

2. **Child Care:** The child care budget is based on the cost of a fully licensed and accredited child care center. These costs are typically more than 30 percent higher than the cost of registered home-based child care used in the Household Survival Budget. Data is compiled by local child care resource and referral agencies and reported to the national organization, Child Care Aware of America.

3. **Food:** The food budget is based on the USDA's Moderate Level Food Plan for cost of food at home (second of four levels), adjusted for regional variation, plus the average cost of food away from home as reported by the CES.

4. **Transportation:** Where there is public transportation, family transportation expenses include public transportation for one adult and gas and maintenance for one car; costs for a single adult include public transportation for one, and half the cost of gas and maintenance for one car. Where there is no public transportation, family expenses include costs for leasing one car and for gas and maintenance for two cars, and single-adult costs are for leasing, gas, and maintenance for one car as reported by the CES.

5. **Health Care:** Health care costs are based on employer-sponsored health insurance at a low-wage firm as reported by the U.S. Department of Health and Human Services in the Medical Expenditure Panel Survey (MEPS). Also included is out-of-pocket health care spending as reported in the CES.

   Data Sources:
   U.S. Department of Health and Human Services in the Medical Expenditure Panel Survey (MEPS) for relevant years. (Note: 2007 data not available; 2008 was used instead.) For example:
   Table II.C.2 Average total employee contribution
   http://meps.ahrq.gov/mepsweb/data_stats/summ_tables/insr/state/series_2/2014/tiic2.htm
   Table VII.C.2. Average total employee contribution (in dollars) per enrolled employee for single coverage at establishments that offer health insurance
   http://meps.ahrq.gov/mepsweb/data_stats/summ_tables/insr/state/series_7/2014/tviic2.htm
   Table VII.D.2. Average total employee contribution (in dollars) per enrolled employee for family coverage at establishments that offer health insurance where percent of low-wage employee contribution is 50 percent or more
   http://meps.ahrq.gov/mepsweb/data_stats/summ_tables/insr/state/series_7/2014/tviid2.htm

6. **Technology:** Most jobs now require access to the internet and a smartphone. These are necessary to receive work schedules, changes in start time or location, access to work support services and customer follow-up. The Stability Budget includes the cost of a smartphone for each adult in the family and basic internet in the house.

   Data Sources:
   Consumer Reports, Cell Phone Plan Comparison http://www.consumerreports.org/cro/news/2014/01/best-phone-plans-for-your-family-save-money/index.htm
   Telogical survey data http://www.telogicalsystems.com/

7. **Miscellaneous and Savings:** As in the Household Survival Budget, there is a miscellaneous category to cover cost overruns. In addition, there is a savings category. They are each 10 percent of the budget total (not including taxes).

8. **Taxes:** Taxes are calculated in the same manner as in the Household Survival Budget, but the amounts are much larger as the size of credits and exemptions does not increase with income.

METHODOLOGY: THE ALICE THRESHOLD

In addition to understanding the basic cost of living, it is important to know the number and proportion of households not able to afford it and, where possible, their demographic features and geographic distribution. To do so, we calculate ALICE Thresholds for each county based on the Household Survival Budget. To assess the proportion of households living below that Threshold and their demographic characteristics, we round these figures to the nearest income category used in the American Community Survey, as discussed below. Data are from the American Community Survey: http://www.census.gov/acs/www/.

1. **Two Thresholds:** Because there are significant differences between households by age, there are two separate ALICE Thresholds: one for households headed by someone under 65 years old, and another for households headed by someone 65 years and older. They are calculated separately for each county in a state.

    - Threshold for under 65: The Threshold for households headed by someone under 65 years old is based on the average of the least expensive Household Survival Budget (Single Adult) and the most expensive Household Survival Budget (Family of Four), reflecting the wide range of types of households in this age group. The average budget is then adjusted to the average household size of the location.

        (HHSB Single Adult + HHSB Family of 4)/5 * Ave HH size under65

    - Threshold for 65 and over: Households headed by someone 65 years and older are less likely to include children. Therefore, the Threshold is based on the Household Survival Budget for a Single Adult.

        HHSB Single Adult * Ave HH size 65over

2. **Household Income:** The average budgets are rounded to the tabulated American Community Survey estimates for household income in the following categories: $30,000, $35,000, $40,000, $45,000, $50,000, $60,000, or $75,000.

3. **Average Household Size:** The average household size for households headed by someone under 65 is calculated as: the number of households headed by someone under 65 divided by the total population under 65. The average household size for households headed by someone 65 and older is calculated as: the number of households headed by someone 65 and older divided by the total population 65 and older. To ensure that results reflect local conditions as closely as possible, averages are calculated at the county level. Results are compared to ACS average family size calculations to ensure reliability where there is a wide discrepancy (defined as the ACS's average household size +/- 1 full person), we use the ACS family calculation.

4. **Number of ALICE households:** The number of ALICE households is derived by subtracting the number of households in poverty from the ALICE Threshold. Poverty numbers are provided by the American Community Survey for most demographic groups. Because the ACS does not provide poverty estimates by race/ethnicity, the income category of less than $15,000 per year is used as a proxy, since income figures are broken down by those characteristics.

5. **Rounding:** To correct from rounding, Above ALICE Threshold is adjusted so total of the three income categories equals 100 percent.

6. **Accounting for Large College Populations:** For counties and municipalities with large college student bodies – either in absolute numbers or as a proportion of the total population – poverty and ALICE rates can be swayed by the high rate of these young, temporary residents. Using analyses from the Martin Prosperity Institute and input from state ALICE Research Advisory Committee members with expertise in local conditions, we can offer supplementary sensitivity analyses of ALICE rates that exclude and otherwise account for college students (Florida, 2016).

METHODOLOGY: ALICE INCOME ASSESSMENT

The ALICE Income Assessment looks at the impact of public and nonprofit resources on the needs of ALICE households. This tool measures the "Unfilled Gap" between the total amount that households receive in income, cash government assistance, and in-kind public assistance, and the total needed to reach the ALICE Threshold. Household income includes wages, dividends, and Social Security.

There are many resources available to low-income families. Public assistance used in this analysis includes only programs for low-income households that directly help them meet the basic Household Survival Budget, such as TANF and Medicaid. It does not include programs that assist low-income households in broader ways (such as to attend college) or that assist communities (such as community policing). The analysis is only of funds spent, not an evaluation of the programs or efficacy of meeting household needs.

1. **Federal Spending:** This figure includes a wide array of programs:
    - Social Services – Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and Social Services Block Grant (SSBG).
    - Child Care and Education – Only programs that help children meet their basic needs or that are necessary to enable their parents to work are included. They are Head Start, Neglected and Delinquent Children and Youth Education, Rural and Low-Income Schools Program, and Homeless Children and Youth Education. Though post-secondary education is vital to future economic success, it is not a component of the basic Household Survival Budget, so programs such as Pell grants are not included.
    - Food – Supplemental Nutrition Assistance Program (SNAP), School Lunch Program, School Breakfast Program, Child and Adult Care Food Program (CACFP), and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).
    - Housing – Section 8 Housing Choice Vouchers (including Fair Share Vouchers and Welfare-to-Work Vouchers, the Section 8 Rental Voucher program (14.855), or the former Section 8 Certificate program (14.857)), Low-Income Home Energy Assistance Program (LIHEAP), and Community Development Block Grants (CDBG).
    - EITC – Earned Income Tax Credit
2. **Health Care:** This figure includes:
    - Medicaid – Provides money to states, which they must match, to offer health insurance for low-income residents. Also known as the Medical Assistance Program.
    - Children's Health Insurance Program (CHIP) – Provides funds to states to enable them to maintain and expand child health assistance to uninsured, low-income children and, at a state's discretion, to low-income pregnant women and legal immigrants.
    - Community Health Benefits – Spending by hospitals on low-income patients that includes charity care and means-tested expenses, including Unreimbursed Medicaid minus direct offsetting revenue as reported on Form 990 by a 501(c)(3) organization.

3. **State and Local Government Spending:** This figure includes funds from state and local government, not pass-throughs from the federal government, in the areas of health, social services, transportation, and workforce development. Spending on ALICE was estimated from the National Association of State Budget Officers (NASBO), "State Expenditure Report: Examining Fiscal 2012-2014 State Spending," 2014.

4. **Nonprofit Assistance:** This figure includes spending by nonprofit organizations identified as Human Services organizations. Human Services nonprofit programs are those under section 501(c)(3) reported on Form 990EZ and 990 minus program service revenue, dues, and government grants as reported to the Internal Revenue Service.

   Data Sources:
   Community Health Benefits – NCCS Data Web Report Builder, 501(c)(3) Statistics of Income 990 Report for 2012, Urban Institute.
   Department of Treasury, "USAspending.gov Data Download," Bureau of the Fiscal Service, accessed 9/1/15. https://www.usaspending.gov/DownloadCenter/Pages/DataDownload.aspx
   Earned income Tax Credit – Federal spending retrieved from https://www.eitc.irs.gov/EITC-Central/eitcstats
   Federal spending data was gathered from Office of Management and Budget, "Fiscal Year 2016 Analytical Perspectives Budget of the U.S. Government," U.S. Government Printing Office, Washington, DC. 2016. https://www.gpo.gov/fdsys/browse/collectionGPO.action?collectionCode=BUDGET
   Non-Profit Revenue for Human Services, registered charity – NCCS Data Web Report Builder, 501(c)(3) Statistics of Income 990EZ and 990 Report, Urban Institute, 2012
   State spending data was gathered from: National Association of State Budget Officers (NASBO), "State Expenditure Report: Examining Fiscal 2014-2016 State Spending," 2016. http://www.nasbo.org/mainsite/reports-data/state-expenditure-report
   Supplemental Nutrition Assistance Program (SNAP) data from U.S. Department of Agriculture (USDA), Data and Statistics website. http://www.fns.usda.gov/pd/supplemental-nutrition-assistance-program-snap
   Supplemental Social Insurance, B19066 - Aggregate Supplemental Security Income (SSI) in the Past 12 Months For Households, American Community Survey, 2016.

METHODOLOGY: ALICE HOUSING STOCK ASSESSMENT

One of the most difficult conditions that most ALICE households face is the high cost of housing. Ultimately, housing cost is determined by what someone is willing to pay. However, the housing stock in an area can become out of sync when it is slow to adjust to demographic and economic changes. A mismatch occurs when the types of housing units residents want at certain price levels do not match the types of housing that exist, and a limited supply pushes up prices for all units.

An analysis of the number of units that are affordable for ALICE families reveals that there is indeed a mismatch between the number of households with income below the ALICE Threshold and the number of housing units that they can afford in a given county. Because there has been no accurate assessment of the number of rental and owner-occupied units that includes both government-subsidized and market-rate housing that ALICE families can afford, we developed the ALICE Housing Stock Assessment.

The demographic and economic changes discussed above are causing significant shifts in housing demand. At the same time, there are many constraints on the housing market that prevent it from adjusting quickly. They include limited land availability for new housing, zoning regulations on the type of housing that can be built, and the cost of construction.

The ALICE Housing Stock Assessment relies on the actual cost of housing and a county-level, cost-based threshold, whereas other approaches use either the Area Median Income (which takes into account county variation but does not necessarily have a relation to the actual cost in the area) or the bottom quintile or a flat rate (such as $500) across all areas (Apgar, 1990; Goodman, 2001; Quigley & Raphael, 2001; U.S. Department of Housing and Urban Development, 2015). Also, these other approaches do not take into account the distribution of income below their thresholds, while the ALICE Housing Stock assessment does so along the Census breaks.

1. **Housing Affordability:** Defined as spending no more than one-third of income on housing.
   - Rental Affordability is based on the cost of rent.
   - Ownership Affordability is based on the cost of mortgage payments plus real estate taxes.

2. **Number of Affordable Units:** Calculated by totaling the number of units where the housing cost is below one-third of the ALICE Threshold.
   - Renter-occupied: Based on the gross rent as reported in the tabulated American Community Survey estimates in the following categories: Less than $200, $200 to $299, $300 to $499, $500-$749, $750 to $999, $1,000 to $1,499, and $1,500 or more.
   - Owner-occupied: Based on the real estate taxes and mortgage of housing value as reported in the tabulated American Community Survey estimates in the following categories: Less than $50,000, $50,000 to $99,999, $100,000 to $149,999, $150,000 to $199,999, $200,000 to $299,999, $300,000 to $499,999, $500,000 to $999,999, and $1,000,000 and over.

3. **ALICE Renters and Owners:** Based on the income brackets of households. These differ from the income brackets of households by age:

Housing Survey income brackets	ACS Income brackets
Less than $5k, $5-10k	Less than $10k
$10-15K	$10-15K
$15-20k	$15-20k
$20-25k	$20-25k
$25-35k	$25-30k, $30-35k
$35-50k	$35-40k, $40-45k, $45-50k
$50-75k	$50-60k, $60-75k
$75-100k	$75-100k
$100-150k	$100-125k, $125-150k

   The larger income ranges by housing tenure reduce the precision of estimates for ALICE renters and owners. Thus, the results of this analysis are presented in ranges and compared to estimates derived from other methods to provide the best housing picture.

4. **Comparison:** Comparison between the number of affordable units and the number of ALICE households provides some insight into the additional number of units needed to house all ALICE households affordably. Such a comparison is bound to underestimate the need, as it assumes that all ALICE and poverty households are currently living in units that they can afford. The number of households that are housing burdened reveals that existing units are not perfectly allocated by income.

ADDITIONAL INFORMATION

For questions, contact Stephanie Hoopes, director, United Way *ALICE Project*.
Stephanie.Hoopes@UnitedWayNNJ.org

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14888 **County Administrator's Report 13. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: 2nd Year Option to Renew PD 15-16.051, Security Services for Various County Buildings
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second Year Option to Renew PD 15-16.051, Security Services for Various County Buildings - Jack R. Brown, County Administrator

That the Board approve the second one-year renewal option, as outlined in the terms of the Agreement for Security Services with Dynamic Security Services, Inc. d/b/a Dynamic Security, Inc., per PD 15-16.051, Security Services for various County Buildings, including the Ernie Lee Magaha Building, the West Florida Regional Library, and the COBB Building. The original Agreement was approved by the Board on August 4, 2016.

[Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 53401, Library Branches; Fund 001, General Fund, Cost Center 110201, Object Code 53401, Ernie Lee Magaha Complex; and Fund 001, Pre-Trail Release, Cost Center 290307, Object Code 53401, Cobb Building]

BACKGROUND:

On May 16, 2016, the Office of Purchasing advertised the Invitation to Bid for PD 15-16.051, Security Services for Various County Buildings. Seven Bids were received on June 15, 2016, and Dynamic Security, Inc., was selected as the lowest bidder.

BUDGETARY IMPACT:

Funding was approved by the Board on September 17, 2018, as part of the Fiscal Year 2017-2018 Budget in the following Departmental Accounts: Funding: Fund 113, Library Fund, Cost Center 110501, Object Code 53401, Library Branches; Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53401, Ernie Lee Magaha Complex; and Funding: Fund 001, Pre-Trial Release, Cost Center 290307, Object Code 53401, COBB Building.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, prepared the original Agreement that is currently in place for PD 15-16.051.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, Florida, Code of Ordinance, Chapter 46, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, each Department will submit a Purchase Requisition to the Office of Purchasing for a Purchase Order to be issued.

Attachments

Agreement For Security Services PD 15-16.051

Escambia County
Clerk's Original

8/4/2016 CAR II-24

AGREEMENT FOR SECURITY SERVICES PD 15-16.051

THIS AGREEMENT is made this 4th day of August, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Dynamic Security Services, Inc. d/b/a Dynamic Security, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, Federal Employer Identification Number 63-0743754, whose principal address is 1102 Woodward Avenue, Muscle Shoals, AL 35661, and whose local address is 6425 North Pensacola Boulevard, Suite 1, Pensacola, FL 32505.

Verified By: [signature] Date: 8/11/2016

WITNESSETH:

WHEREAS, on May 16, 2016, the County issued an Invitation to Bidders (PD 15-16.051) seeking the services of a contractor to perform security services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on October 1, 2016, and continue for a term of one (1) year, with an option to renew for four (4) successive 12 month periods. In no event shall the Agreement extend beyond five (5) years in duration after exercising all options for renewal.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Security Services for Various County Buildings, Specification No. P.D. 15-16.051, attached hereto as composite **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form dated June 14, 2016, attached hereto as **Exhibit "B"**.

5. Method of Payment/Billing. Contractor may submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days' written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

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

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or

business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor, and Contractor's employees shall not be construed as employees of the County. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Contractor	To: Escambia County
Dynamic Security, Inc.	Office of County Administrator
Attention: John C. Riddle	Attn: County Administrator
1102 Woodward Avenue	221 Palafox Place, Suite 420
Muscle Shoals, AL 35661	Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. 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.

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

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by

Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

18. ACA Reporting Requirements. Contractor agrees to provide all information as may be required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to an employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which an employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which an employee was enrolled in the Contractor's coverage.

[Signature page to follow]

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: 8/9/2016

BCC Approved: 08-04-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

CONTRACTOR: DYNAMIC SECURITY SERVICES, INC. D/B/A DYNAMIC SECURITY, INC.

ATTEST:

_____
By: John C. Riddle, President

By: _____

Date: 7/27/16

Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/14/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14880 **County Administrator's Report 13. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/20/2018
Issue: Authorization for Cumulitive Expenditure in excess of $50,000 in FY 2017-2018 for Demolition or Lot Clearing Services
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Cumulative Expenditures Over $50,000, in Fiscal Year 2017-2018 for Demolition or Lot Clearing Services for Department of Natural Resources - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Amend the prior action of March 1, 2018 (CAR II-3), authorizing cumulative total expenditures over $50,000, in Fiscal Year 2017-2018, to contractors performing demolition or lot-clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than $50,000, based on competitive quotes to include HHH Construction, Inc., Vendor No. 080060; and

B. Ratify issuance of Purchase Orders 181172 ($30,500) and 181477 ($34,700) to HHH Construction, Inc., related to the performance of demolition and lot-clearing services.

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

BACKGROUND:

The Office of Purchasing administers and maintains a pre-qualification process for contractors offering to perform demolition and lot-clearing work for the Department of Natural Resources, Division of Environmental Code Enforcement. The estimated cost for each project is below the mandatory bid amount of $50,000.00. When services are required, Code Enforcement obtains three (3) quotes from the pool of previously qualified contractors to perform demolition and lot-clearing work, and each project is awarded based upon the lowest quoted cost.

On March 1, 2018, the Department of Natural Resources submitted a Recommendation

to the Board requesting authorization for cumulative total expenditures in excess of $50,000 for FY 2017-18 for a list of contractors who were previously qualified to perform demolition and lot-clearing services for the Department on an as-needed basis. At that time HHH Construction, Inc. had not submitted a qualification package and was not included on the list of contractors for whom the Board authorized issuance of purchase orders with cumulative expenditures in excess of $50,000.00..

On March 15, 2018, the Office of Purchasing submitted a Recommendation to the Board requesting approval of a list of contractors meeting the minimum qualifications of PD 16-17.100, Contractor Qualification List and Tire Waste Registration, for Environmental Code Enforcement. The list included HHH Construction, Inc. as a qualified vendor. Thereafter, HHH Construction, Inc. submitted the lowest quote for two projects, which resulted in the issuance of two purchase orders with a cumulative expenditure in excess of $50,000.00. The requested amendment and ratification will resolve the unintended oversight.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Environmental Enforcement Officer identifies the work and obtains the quotes for operations of demolition and lot clearing. The Office of Purchasing issues the Purchase Order.

Attachments

03_15_18 CAR II-8 Recommendation
03_01_18 CAR II-3 Recommendation
PO #181172
PO #181477

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

County Administrator's Report

BCC Regular Meeting

Meeting Date: 03/15/2018
Issue: Approval of Contractor Qualifications & Tire Waste Registration for Environmental Code Enforcement
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Contractor Qualification List and Tire Waste Registration for Environmental Code Enforcement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the following list of firms meeting the minimum qualifications per PD 16-17.100, Contractor Qualification List and Tire Waste Registration, for Environmental Code Enforcement for a term of 12 months, with the potential for 2 additional 12-month terms to a maximum of 36 months:

Andala Enterprises, Inc.
Applied Construction Management, LLC
Bellview Site Contractors, Inc.
BR Bonner's Hauling, Inc.
Castellani Hauling and Backhoe Service
Common Area Solutions, LLC
HHH Construction, Inc.
Hoosier Lawn Guy?
Larry Gates Construction, Inc.
Southern Girl Botanicals, LLC
Webster Construction, Inc.
West Pensacola Lawn Care, LLC

[Funding: N/A]

BACKGROUND:

The legal advertisement for this "Request for Qualifications" was advertised in the Pensacola News Journal on October 9, 2017. Responses were received from twelve providers on October 26, 2017.

This is a qualification list and no pricing was established at the time of opening. Per the solicitation, Escambia County Office of Environmental Enforcement will request quotes on

an as-needed basis for cleanup of lots or demolition of structures on various residential and commercial abatement projects. Contractors are required to participate in a mandatory pre-solicitation (property walk-through) in order to be eligible to bid. The Walk-through will be conducted with an employee of the Environmental Enforcement Office. Contractors are advised that these properties are privately owned and are not permitted to enter these properties without an employee of Environmental Enforcement. Contractors will receive notice of these meetings via e-mail, phone or fax. The meetings will be conducted on an as-needed basis. Contractors shall be responsible for all labor, materials and fees necessary for these projects. Additionally, for abatements that require demolition, the contractor shall be responsible for ensuring the disconnection of all utilities and obtaining all State and local permits. Contractors shall be solely responsible for the legal and proper disposal of all debris in a properly and appropriately licensed disposal site.

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 Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:
Escambia County Office of Environmental Enforcement will request and receive quotes and will forward quotations attached to requisitions to the Office of Purchasing for processing into purchase orders.

Attachments

Qualification Tabulation

Register of Submitters

Bid Tabulation	Solicitation Number:	PD 16-17.100
	Solicitation Name:	Contractor Qualification List, and Tire Waste Registration
Qualification Opening Time:	10:00 a.m., CDT	
Qualification Opening Date:	10/26/2017	
Qualification Opening Location:	Rm 11.407	

Name of Bidder(s)	Escambia County Occupational License	Demolition/Construciton License	Certificate of Insurance	FL DEP Waste Tire Collector	Address	Phone Number	Email	Contact
Andala Enterprises, Inc.	Y	N	Y	Y	641 Bayou Blvd., Pensacola, FL 32503	850-324-1210	johnralls@rallshawfirm.com	John Ralls
Applied Construction Management, LLC	Y	Y	Y	Y	410-B Airport Blvd., Pensacola, FL 32503	850-529-5853	ron@appliedconstrucitonmanagement.com	Ron Strobo
Bellview Site Contractors, Inc.	Y	Y	Y	Y	3300 Godwin Lane, Pensacola, FL 32526	850-944-5388	bellviewsite@bellsouth.net	Stan Bernard
BR Bonner's Hauling, Inc.	Y	N	Y	Y	10231 Walbridge Street, Pensacola, FL 32534	850-393-5445	Brandonbonner209@gmail.com	Brndon Bonner
Castellani Hauling and Backhoe Service	Y	N	Y	Y	3121 Lake Suzanne, Cantonment, FL 32533	850-232-7429	castellani.hauling@att.net	Matt Castellani
Common Area Solutions, LLC	Y	N	Y	Y	410-B Airport Blvd., Pensacola, FL 32503	850-529-5853	ron@commonareasolutions.com	Ron Strobo
HHH Construction, Inc.	Y	Y	Y	Y	8190 Belle Pines Lane, Pensacola, FL 32526	850-944-1606	hhhconstruction3@aol.com	Ricky Herndon
Hoosier Lawn Guy?	Y	N	Y	Y	604 Edith Lane, Pensacola, FL 32535	850-549-5166	Dghenry1831@yahoo.com	Derek Henry
Larry Gates Construction, Inc.	Y	Y	N	Y	8077 Kipling Street, Pensacola, FL 32514	850-982-4444	larrygatesconst@bellsouth.net	Larry Gates
Southern Girl Botanicals, LLC	Y	N	Y	Y	5840 Pilgrim Trail West, Molino, FL 32577	850-698-8484	southerngirlbotanicals@yahoo.com	Raymond Merritt
Webster Construction, Inc.	Y	Y	Y	Y	1703 Brooks Drive, Navarre, FL 32566	850-572-0001	roberthwebster@gmail.com	Rocky Webster
West Pensacola Lawn Care, LLC	Y	N	Y	Y	300 Garfield Drive, Pensacola, FL 32505	850-619-5692		Coradarrell Grimsley

Bids Opened By:	Lester L. Boyd, Purchasing Specialist	**Date:** 10/26/2017	CAR Date:	BOCC Date:	
Bids Witnessed By:	Lori Kistler, SOSA	**Date:** 10/26/2017	3/15/2018	3/15/2018	

Purchasing Manager/Designee recommends to the BOCC: **That the Board approve Qualified providers per the terms and conditions of PD 16-17.100, Contractor Qualification List, and Tire Waste Registration**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: 5:00 p.m., CST on 3/08/2018

Form Completed By: PRN

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13681 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Authorization for over $50,000 Cumulative Expenditures in FY 2017-2018 for Demolition or Lot Clearing Services
From: Chips Kirschenfeld, Division Manager
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Cumulative Expenditures Over $50,000, in Fiscal Year 2017-2018 for the Department of Natural Resources for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over $50,000, in Fiscal Year 2017-2018, to contractors performing demolition or lot clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than $50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding $50,000 this Fiscal Year for the following vendors:

Applied Construction Management, LLC, Vendor No. 013673
Andala Enterprises, Inc., Vendor No. 422299
Bellview Site Contractors, Inc., Vendor No. 022702
B.R. Bonner's Hauling, Inc., Vendor No. 020229
Castellani Hauling, Inc., Vendor No. 031326
Common Area Solutions, LLC, Vendor No. 034266
Daniel W. Meadows - dba Meadows Maintenance, Vendor No. 406895
Derek G. Henry - dba Hoosier Lawn Guy?, Vendor No. 040755
Larry Gates Construction, Inc., Vendor No. 423827
Southern Girl Botanicals, LLC, Vendor No. 194119
Webster Construction, Inc., Vendor No. 420065
West Pensacola Lawn Care, LLC, Vendor No. 232061

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

BACKGROUND:

Environmental Code Enforcement obtains three quotes from a pool of qualified contractors for the performance of demolition and lot clearing work, the estimated cost of which is below the mandatory bid amount of $50,000 throughout the year, as needed. The work is awarded based on the lowest quoted cost. The Demolition and Lot Clearing Contractors are qualified through a formal qualification process administered and maintained by the Office of Purchasing. Based on the current activity in FY 17-18, it is anticipated that purchase orders to the contractors listed above may exceed a cumulative value of $50,000.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Environmental Enforcement Officer identifies the work and obtains the quotes for the operations of demolition and lot clearing. The Office of Purchasing issues the Purchase Order.

Attachments

No file(s) attached.

PURCHASE ORDER NO. 181172

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
080060 FAX: 850-944-1608
HHH CONSTRUCTION OF NWF, INC
8190 BELLE PINES LANE
PENSACOLA FL 32526

SHIP TO
COMMUNITY & ENVIRONMENT DEPT
3363 W. PARK PLACE
PENSACOLA, FLORIDA 32505
ATTN: SUSAN HOLT 850-595-4579

ORDER DATE: 04/26/18	BUYER: EMILY WEDDINGTON	REQ. NO.: 18001308	REQ. DATE: 04/27/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			ALL WORK SHALL BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF PO. WORK MUST BE COMPLETED ON ONE PROJECT BEFORE STARTING ANOTHER. CONTRACTOR IS TO PROVIDE COLOR BEFORE AND AFTER PHOTOS LABELED WITH PROJECT NAME AND DATES OF MOBILIZATION AND DEMOBILIZATION FROM EACH PROJECT. INVOICES MUST CONTAIN AN INVOICE #, INVOICE DATE, PO #, PROJECT NAME, $ AMOUNT, AND MOBILIZATION DATE ANDDEMOBILIZATION DATE FOR EACH PROJECT. CONTRACTOR IS RESPONSIBLE FOR PROPER, DISPOSAL OR STORAGE OF DEBRIS IN CONJUNCTION OF ALL DEMOLITIONS AND CLEANUPS. INVOICE MUST BE ACCOMPANIED WITH RECEIPTS AS PROOF FOR PROPER DISPOSAL AND COPIES OF PERMITS, I.E. DEMOLITION AND SEPTIC TANK ABANDONMENT (IF APPLICABLE), AND ALL FINAL INSPECTIONS MUSTBE DONE (IF APPLICABLE) PRIOR TO INVOICING. CONTRACTOR IS TO HAVE AND MAINTAIN ALL REQUIRED PERMITS AND APPROVED INSURANCES AS REQUIRED AT SUBMISSION OF BID. CONTRACTORS HAVE SALVAGE RIGHTS UPON MOBOLIZATION AND COMMENCEMENT OF PROJECT. ESCAMBIA COUNTY RESERVES THE RIGHT TO ALLOW PROPERTY OWNERS TO KEEP OR REMOVE ITEMS FROM SITE PRIOR TO CONTRACTOR MOBOLIZATION AND COMMENCEMENT OF WORK		
01	1.00	LOT	6815 NICHOLSON RD - REMOVAL OF ALL	6500.0000	6,500.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	220110	53401	6,500.00	
02	220110	53401	4,500.00	
03	220110	53401	7,500.00	
04	220110	53401	12,000.00	

PAGE TOTAL $	6,500.00
TOTAL $	

APPROVED BY Cont

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 181172

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
080060 FAX: 850-944-1608
HHH CONSTRUCTION OF NWF, INC
8190 BELLE PINES LANE
PENSACOLA FL 32526

SHIP TO
COMMUNITY & ENVIRONMENT DEPT
3363 W. PARK PLACE
PENSACOLA, FLORIDA 32505
ATTN: SUSAN HOLT 850-595-4579

ORDER DATE: 04/26/18	BUYER: EMILY WEDDINGTON	REQ. NO.: 18001308	REQ. DATE: 04/27/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			STRUCTURES		
02	1.00	LOT	309 CROWNDALE - REMOVAL OF ALL NUISANCE TRASH AND OVERGROWTH. REMOVAL OF REAR GARAGE ONLY	4500.0000	4,500.00
03	1.00	LOT	96 S. MADISON - REMOVAL OF STRUCTURE	7500.0000	7,500.00
04	1.00	LOT	812 S. MADISON - CRUSH AND FILL SWIMMING POOL, REMOVAL OF ALL STRUCTURES	12000.0000	12,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $	24,000.00
				TOTAL $	30,500.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Escambia County Environmental Enforcement
Commercial/Residential Abatement Projects
Walk Through 4-12-18
Bid Results 4-17-18

PROJECT	HHH CONST	LARRY GATES CONSTRUCTION	WEBSTER CONST.	
6815 NICHOLOSON RD	$ 6,500.00	$ 8,500.00	$ 9,000.00	
~~512 N CHIPPER RD~~	~~$ 35,000.00~~	~~$ 30,000.00~~	~~$ 32,000.00~~	~~PULL-OWNER PULLED DEMO PERMIT~~
309 CROWNDALE RD	$ 4,500.00	$ 6,500.00	$ 8,000.00	
~~9531 LINK CIR~~	~~$ 7,500.00~~	~~$ 7,250.00~~	~~$ 7,500.00~~	~~PULL-OWNER IS COMPLYING~~
8109 MONTICELLO DR	$ 7,500.00	$ 7,250.00	$ 7,500.00	
1304 GERMAIN ST	$ 7,100.00	$ 7,000.00	$ 8,200.00	
96S MADISON	$ 7,500.00	$ 9,200.00	$ 8,700.00	
812 S MADISON	$ 12,000.00	$ 13,000.00	$ 12,500.00	
740 W HERNANDEZ	$ 7,000.00	$ 7,500.00	$ 6,000.00	
3702 W LLOYD ST	$ 12,200.00	$ 12,000.00	$ 12,500.00	
4669 OAKLAND CIR	$ 8,800.00	$ 7,250.00	$ 7,500.00	

PLEASE DO NOT COMMENCE WORK UNTIL YOU HAVE RECEIVED YOUR PO FROM ESCAMBIA COUNTY.
ALL PROJECTS ON YOUR PO MUST BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF YOUR PO.
OBTAIN ALL NECESSARY PERMITS AS REQUIRED. COLOR BEFORE AND AFTER PHOTOS ARE REQUIRED AT BILLING
CONTACT MELISSA REBER WITH ANY QUESTIONS OR CONCERNS, (850) 554-2760 mareber@myescambia.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sihle Insurance Group, Inc.
601 S. Palafox St.
Pensacola FL 32502

CONTACT NAME: Stephanie Dombrow
PHONE (A/C, No, Ext): 850-332-5458 FAX (A/C, No): 850-607-2060
E-MAIL ADDRESS: sdombrow@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Und Insurance Co.	13037
INSURER B : Westfield Insurance Group	24112
INSURER C : Travelers Excess & Surplus	29626
INSURER D : RetailFirst Insurance Co	10700
INSURER E :	
INSURER F :	

INSURED HHHCONS-02
HHH Construction of NW Florida Inc.
Ricky Herndon
8190 Belle Pines Lane
Pensacola FL 32526

COVERAGES **CERTIFICATE NUMBER:** 1949933307 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		CSU0087859	8/11/2017	8/11/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		CWP6648533	8/11/2017	8/11/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			ZUP-21P09754-18-NF	4/10/2018	8/11/2019	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			520-53850	4/15/2018	4/15/2019	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractor's Equipment			CWP6648533	8/11/2017	8/11/2018	Leased/Rented Equip	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: All Projects. Escambia County BOCC is included as Additional Insured with respects to General Liability and Automobile Liability coverage's. A 30 Day Notice of cancellation applies in favor of Escambia County BOCC with regards to General Liability coverage with 10 Days Notice for non-payment of premium.

APPROVED
By Bob Dye at 12:57 pm, Apr 17, 2018

CERTIFICATE HOLDER

Escambia County BOCC-Office of Purchasing
Lester L. Boyd, Purchasing Coordinator
PO Box 1591
Pensacola FL 32597-1591

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PURCHASE ORDER NO. 181477

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
080060 FAX: 850-944-1608
HHH CONSTRUCTION OF NWF, INC
8190 BELLE PINES LANE
PENSACOLA FL 32526

SHIP TO
COMMUNITY & ENVIRONMENT DEPT
3363 W. PARK PLACE
PENSACOLA, FLORIDA 32505
ATTN: SUSAN HOLT 595-4579

ORDER DATE: 09/11/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 18001664	REQ. DATE: 09/11/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			ALL WORK SHALL BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF PO. WORK MUST BE COMPLETED ON ONE PROJECT BEFORE STARTING ANOTHER. CONTRACTOR IS TO PROVIDE COLOR BEFORE AND AFTER PHOTOS LABELED WITH PROJECT NAME AND DATES OF MOBILIZATION AND DEMOBILIZATION FROM EACH PROJECT. INVOICES MUST CONTAIN AN INVOICE #, INVOICE DATE, PO #, PROJECT NAME, $ AMOUNT, AND MOBILIZATION DATE ANDDEMOBILIZATION DATE FOR EACH PROJECT. CONTRACTOR IS RESPONSIBLE FOR PROPER, DISPOSAL OR STORAGE OF DEBRIS IN CONJUNCTIONOF ALL DEMOLITIONS AND CLEANUPS. INVOICE MUSTBE ACCOMPANIED WITH RECEIPTS AS PROOF FOR PROPER DISPOSAL AND COPIES OF PERMITS, I.E. DEMOLITION AND SEPTIC TANK ABANDONMENT (IF APPLICABLE), AND ALL FINAL INSPECTIONS MUSTBEDONE (IF APPLICABLE) PRIOR TO INVOICING. CONTRACTOR IS TO HAVE AND MAINTAIN ALL REQUIRED PERMITS ANDAPPROVED INSURANCES AS REQUIREDATSUBMISSION OF BID. CONTRACTORS HAVE SALVAGE RIGHTS UPONMOBOLIZATION AND COMMENCEMENT OFPROJECT. ESCAMBIA COUNTY RESERVES THE RIGHT TOALLOW PROPERTY OWNERSTO KEEP ORREMOVE ITEMS FROM SITE PRIORTO CONTRACTORMOBOLIZATION AND COMMENCEMENT OF WORK.		
01	1.00	LOT	2345 TRUMAN AVENUE	12000.0000	12,000.00
02	1.00	LOT	304 BAYLISS CT	11700.0000	11,700.00
03	1.00	LOT	107 S NEW WARRINGTON ROAD	11000.0000	11,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	220110	53401	12,000.00	
02	220110	53401	11,700.00	
03	220110	53401	11,000.00	

PAGE TOTAL $	34,700.00
TOTAL $	34,700.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

18001664

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-12. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, approving Consent Agenda Items 1 through 12, as follows, with the exception of Item 7, which was held for a separate vote, as amended to drop Item 11:

1. Taking the following action concerning the Memorandum of Agreement (MOA) between Escambia County and Baldwin County Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area:

   A. Approving, and authorizing the Chairman to sign, the Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area;

   B. Authorizing the disbursement of funds to Baldwin County, based upon invoicing, without further action of the Board; and

   C. Authorizing staff to sign all documents associated with this MOA.

2. Approving, and authorizing the Chairman to sign, the Contract Amendment to the Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement (Contract #024778) with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, for the Mosquito Control Division, which amends the not-to-exceed amount FDACS will pay from $31,540.00 to $32,467.64 (Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

3. Authorizing cumulative total expenditures over $50,000, in Fiscal Year 2017-2018, to contractors performing demolition or lot-clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than $50,000, based on competitive quotes; the request is being made in advance of the cumulative total of expenditures exceeding $50,000 this Fiscal Year for the following vendors (Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401):

   Applied Construction Management, LLC, Vendor No. 013673
   Andala Enterprises, Inc., Vendor No. 422299
   Bellview Site Contractors, Inc., Vendor No. 022702
   B.R. Bonner's Hauling, Inc., Vendor No. 020229
   Castellani Hauling, Inc., Vendor No. 031326
   Common Area Solutions, LLC, Vendor No. 034266
   Daniel W. Meadows - dba Meadows Maintenance, Vendor No. 406895
   Derek G. Henry - dba Hoosier Lawn Guy?, Vendor No. 040755
   Larry Gates Construction, Inc., Vendor No. 423827
   Southern Girl Botanicals, LLC, Vendor No. 194119
   Webster Construction, Inc., Vendor No. 420065
   West Pensacola Lawn Care, LLC, Vendor No. 232061

4. Taking the following action concerning an Application for a Certificate of Need for a solid waste management activity for Ultimate Waste Solutions, LLC (Funding: Fund 401, Solid Waste Fund, Account No. 343402):

   A. Approving the Application for a Certificate of Need, permitting Ultimate Waste Solutions, LLC, to operate in Escambia County; and

   B. Authorizing the Chairman to sign the Certificate.

ESCAMBIA COUNTY ENVIRONMENTAL ENFORCEMENT
COMMERCIAL/RESIDENTIAL ABATEMENT PROJECTS
WALK-THROUGH 8/29/18 BID DATE 8/31/18

PROJECTS	HHH Const	Larry Gates	Applied Const	
7470 N CENTURY BLVD	$17, 500.00	$15,500.00	$12,000.00	
120 FRONT ST	$22,700.00	$20,000.00	$12,000.00	
9921 WINDY HILL RD	$7,800.00	$7,500.00	$17,000.00	Paid by NED
9929 BEULAH RD	$13,900.00	$13,000.00	$16,500.00	
644 RAY ST	$14,700.00	$13,500.00	$14,000.00	
7501 STILLER LAKE RD	$8,800.00	$8,000.00	$8,500.00	
2345 TRUMAN AVE	$12,000.00	$13,000.00	$15,000.00	Consent
304 BAYLISS CT	$11,700.00	$13,000.00	$15,000.00	
2713 N M ST	$18,000.00	$20,000.00	$13,500.00	
2501 W LEE ST	$13,000.00	$12,500.00	$15,000.00	
3603 W CERVANTES ST	$14,300.00	$15,500.00	$12,000.00	
107 S NEW WARRINGTON RD	$11,000.00	$14,500.00	$12,000.00	

ALL BIDS ARE UNDER REVIEW UNTIL INSURANCE, LICENSE, AND OTHER REQUIREMENTS ARE VERIFIED. PLEASE DO NOT COMMENCE WORK UNTILI YOU HAVE RECEIVED YOUR PO FROM ESCAMBIA COUNTY
ALL PROJECTS ON YOUR PO MUST BE COMPLETED WITHIN 30 DAY OF RECEIPT OF PO. OBTAIN ALL NECESSARY PERMITS AS REQUIRED.
COLOR BEFORE AND AFTER PHOTOS ARE REQUIRED AT TIME OF BILLING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sihle Insurance Group, Inc.
1700 West Main Street, Suite 300
Pensacola FL 32502
013843, A+, XV
002382, A, XV

CONTACT NAME: Stephanie Dombrow
PHONE (A/C, No, Ext): 850-332-5458 FAX (A/C, No): 850-607-2060
E-MAIL ADDRESS: sdombrow@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Und Insurance Co.	13037
INSURER B : Westfield Insurance Group	24112
INSURER C : Travelers Excess & Surplus	29626
INSURER D : RetailFirst Insurance Co	10700
INSURER E :	
INSURER F :	

INSURED HHHCONS-02
HHH Construction of NW Florida Inc.
Ricky Herndon
8190 Belle Pines Lane
Pensacola FL 32526
010017, B++, VIII

COVERAGES **CERTIFICATE NUMBER:** 153060495 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CSU0087859	8/11/2018	8/11/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y		CWP6648533	8/11/2018	11/11/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	UMBRELLA LIAB X OCCUR			ZUP-21P09754-18-NF	4/10/2018	8/11/2019	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		520-53850	4/15/2018	4/15/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractor's Equipment			CWP6648533	8/11/2018	11/11/2018	Leased/Rented Equip	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: All Projects. Escambia County BOCC is included as Additional Insured with respects to General Liability and Automobile Liability coverage's. A 30 Day Notice of cancellation applies in favor of Escambia County BOCC with regards to General Liability coverage with 10 Days Notice for non-payment of premium.

APPROVED
By Bob Dye at 9:44 am, Sep 05, 2018

CERTIFICATE HOLDER

Escambia County BOCC-Office of Purchasing
Lester L. Boyd, Purchasing Coordinator
PO Box 1591
Pensacola FL 32597-1591

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14842 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/20/2018
Issue: Business Auto Liability Insurance for ECAT
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Business Auto Liability for Escambia County Area Transit - Robert Dye, Manager, Risk Management Office

That the Board approve one of the following options concerning Business Auto Liability Insurance for Escambia County Area Transit:

A. Payment to USI Insurance Services, LLC, for the Business Auto Insurance Policy, written through Preferred Governmental Insurance Trust (PGIT) for Escambia County Area Transit (ECAT), with a $1,000,000 Auto Liability limit and statutory Personal Injury Protection, effective October 1, 2018, through September 30, 2019, in the amount of $92,647, with a $10,000 deductible; or

B. Payment to USI Insurance Services, LLC, for the Business Auto Insurance Policy, written through Preferred Governmental Insurance Trust (PGIT) for Escambia County Area Transit (ECAT), with a $1,000,000 Auto Liability limit and statutory Personal Injury Protection, effective October 1, 2018, through September 30, 2019, in the amount of $92,647, with a $10,000 deductible with an optional second year of coverage, effective October 1, 2019, through September 30, 2020.

Premium for the second year will be determined based on updated exposure values for this period. The rates for the second year will be identical to those for the period commencing October 1, 2018, with premiums subject to the changes to Scheduled Property, Inland Marine, and Automobile.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

Business Auto Insurance is essential for the financial security of the County in the operation of the Mass Transit System. No other offers were received for this coverage. Along with this coverage, every BCC employee has free access to the Target Solutions online training program and the web based video training library. PGIT provides outstanding claims service and Risk management training seminars as a benefit of coverage.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the contract administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide

---

Attachments

PGIT proposal
Target Solutions Catalog
Video Couurse

Public Risk Underwriters
Insurance Solutions for Public Entities

Public Risk Underwriters of Florida, Inc.
P O Box 958455, Lake Mary, FL 32795
321-832-1450

USI Insurance Services LLC - Pensacola

Escambia County Board of County Commissioners

PA2FL1 0171017 18-02 01 - 2

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for
Escambia County Board of County Commissioners

Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverage indicated in the application.

As a reminder you do not have any binding authority. Written request to bind must be received prior to the effective date of coverage or the expiration date of the quote, whichever is earlier. If written request to bind is not received within the described time frame, the quote is no longer valid and the file will be closed. Coverage is not bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

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If you have any questions or need further assistance please feel free to contact us.

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE QUOTE

Quote No.: PA2FL1 0171017 18-02 01 - 2

Effective Date: 10/01/2018

Quote Expiration Date: 10/01/2018

QUOTE FOR

Escambia County Board of County Commissioners

221 Palafox Place Suite 200, Pensacola FL, 32502

Presented by Public Risk Underwriters for:

USI Insurance Services LLC - Pensacola
3 W Garden Street, Suite 416, Pensacola FL, 32502
09/10/2018 2:33:21 pm

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party:	Escambia County Board of County Commissioners
Term:	10/01/2018 to 10/01/2020
Coverage Provided by:	Preferred Governmental Insurance Trust
Quote Number:	PA2FL1 0171017 18-02 01 - 2

WHY PREFERRED?

Over 400 members and 15 years of service shows that Preferred Governmental Insurance Trust fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. This is why we are clearly Preferred.

Service provided by local retail agents, dedicated loss control safety managers, and the claims expertise provided by PGCS Claim Services combine to provide optimal Member service. Members have 24/7 access to on-line claims information. Safety training is provided live in person and on-line at no additional cost to Members.

Preferred offers property appraisals to all new members upon first joining the Trust and trending of values is performed periodically after the initial appraisals. Initial appraisals are done for all scheduled buildings valued at $100,000 or higher on the submitted property schedule. Once the initial appraisal is completed, the members then have the choice to insure at appraised values with the Blanket coverage or remain at submitted values with the coverage agreement being endorsed to "stated values" with an 80% co-insurance clause.

Preferred provides a full range of risk financing options that are available from first dollar to self insured excess coverage. Public Officials/Employment Practices coverage includes coverage for cyber liability, non-monetary claims including injunctive relief, EEOC, sunshine violations, petition recall, public records law, with defense costs outside of member deductible. General Liability coverage includes a sublimit for inverse condemnation. At Preferred, only workers compensation is subject to audit thus avoiding additional premium charges beyond policy expirations.

Additional marketing material may be found on-line at www.publicrisk.com/portal . Click on portal docs for the following programs and benefits:

- Badge Program - Cardiac Case management for all police and fire department personnel
- Cyber Liability Coverage
- HR Risk Management Helpline
- Preferred Loss Control Services
- Preferred Online Training via Target Solutions platform
- Preferred Property Catastrophe Solution
- Why Preferred
- Preferred Financial Strength
- Member Services Guide
- Preferred TIPS

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Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc(PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:

Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to Preferred for your coverage.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party:	Escambia County Board of County Commissioners
Term:	10/01/2018 to 10/01/2020
Coverage Provided by:	Preferred Governmental Insurance Trust
Quote Number:	PA2FL1 0171017 18-02 01 - 2

IMPORTANT NOTE:

This quote covers two (2) annual twelve month periods, from 10/01/2018 12:01:00 AM to 10/01/2019 12:01:00 AM and from 10/01/2019 12:01:00 AM to 10/01/2020 12:01:00 AM. The following conditions apply in addition to all other conditions of this quote:

A. All Aggregate limits reset for the period 10/01/2019 12:01:00 AM to 10/01/2020 12:01:00 AM. Losses applying to one annual coverage period will not erode the aggregate limits of another annual coverage period.

B. The premium for the period 10/01/2019 12:01:00 AM to 10/01/2020 12:01:00 AM will be determined based on updated exposure values for this period.

C. Rates for the period 10/01/2019 12:01:00 AM to 10/01/2020 12:01:00 AM will be identical to those for the period commencing 10/01/2018 12:01:00 AM, with premiums subject to the following:

1. NCCI Experience modification factors will be applied as promulgated.
2. Changes to Scheduled Property, Inland Marine, and Automobile
3. Payroll
4. Number of Employees

D. In the event of cancellation of any line of business within 90 days after the first day of either annual coverage period, the premium for such line(s) shall be 25% minimum earned. In the event of cancellation of any line of business following the initial 90 days of each annual coverage period, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.

1. This penalty is earned and payable regardless of when notice of such cancellation is given, or effective date of such cancellation.

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Property Coverage		
Coverage Description	**Limit**	**Deductible**
Building & Contents Limit, per attached schedule	Not Included	N/A All other perils for Named Storm, subject to minimum of N/A
Flood Limit – Per Occurrence and Aggregate Excess of NFIP, whether purchased or not	Not Included	N/A Per Flood, except zones A,V excess of NFIP whether purchased or not
Earth Movement Limit – Per Occurrence and Aggregate	Not Included	N/A
TRIA (Including Inland Marine if applicable)	Not Included	N/A
Boiler & Machinery	Not Included	N/A

Extensions of Coverage- Deductible applies per the terms of the Coverage Agreement	
Coverage Description	**Limit**
Accounts Receivable	N/A
Additional Expense	N/A
Animals	N/A
Business Income	N/A
Buildings Under Construction	N/A
Debris Removal- limit shown or 25% of loss, whichever is greater, per occurrence	N/A
Demolition, Ordinance and ICC	N/A
Duty to Defend	N/A
Errors and Omissions	N/A
Expediting Expense	N/A
Fire Department Charges	N/A
Fungus Cleanup Expense	N/A
Lawns, Plants, Trees and Shrubs	N/A
Leasehold Interest	N/A
New Locations	N/A
Personal Property of Employees	N/A
Pollution Cleanup Expense	N/A
Preservation of Property	N/A
Professional Fees	N/A
Property at Miscellaneous Unnamed Locations	N/A
Recertification	N/A
Service Interruption Coverage	N/A
Transit	N/A
Vehicle Property Coverage	N/A

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Inland Marine Coverage		
Coverage Description	**Limit**	**Deductible**
Blanket Unscheduled Inland Marine (subject to $25,000 any one item, excludes Watercraft)	N/A	Per attached schedule
Scheduled Inland Marine	N/A	Per attached schedule
Total All Inland Marine	N/A	Per attached schedule

Crime Coverage		
Coverage Description	**Limit**	**Deductible**
Forgery and Alteration	N/A	N/A
Theft, Disappearance or Destruction	N/A	N/A
Computer Fraud including Funds Transfer Fraud	N/A	N/A
Employee Dishonesty, Including faithful performance, per loss	N/A	N/A

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Public Officials Liability Coverage		
Coverage Description	**Limit**	**Deductible**
Public Officials Liability	N/A	N/A
Retroactive Date:		
Rating Basis *Total Payroll:*		
Supplementary Payments: Pre-termination $2,500 per employee/ $5,000 annual aggregate Non Monetary: $100,000 Aggregate		

Employment Practices Liability Coverage		
Coverage Description	**Limit**	**Deductible**
Employment Practices Liability	N/A	N/A
Retroactive Date:		
Rating Basis *#FT emp:*	*# PT Emp:*	*#Volunteers:*

Cyber Liability (Claims Made)		
Coverage Description	**Limit**	**Deductible**
Cyber Liability	N/A	N/A
Media Content Services Liability		
Network Security Liability		
Privacy Liability		
First Party Extortion Threat		
First Party Crisis Management		
First Party Business Interruption		
PCI DSS	$250,000 sublimit	
Social Engineering	$250,000 sublimit	
Retroactive date: Voluntary Notification endorsement is included		

Extended Reporting Periods (only applicable for claims made)

If the Trust terminates or does not renew this Coverage Agreement (other than for failure to pay a premium when due), or if the Public Entity terminates or does not renew this Coverage Agreement and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Public Entity shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Agreement for at least one Extended Reporting Period as follows:

A. Automatic Extended Reporting Period - 60 days per PGIT MN 500

B. Optional Extended Reporting Period - 12 months at additional premium per PGIT MN 500

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General Liability Coverage (Occurrence Form)	
Coverage Description	**Limit**
Bodily Injury and Property Damage Limit	N/A
Personal and Advertising Injury	Not Included
Products & Completed Operations Limit	Not Included
Employee Benefits Liability Limit, per person	N/A
Herbicide & Pesticide Aggregate Limit	N/A
Medical Payments Limit	N/A
Fire Damage	Not Included
Sewer Backup and Water Damage Limit	Not Included
PGIT MN-203 Part B Limit	
General Liability Deductible:	N/A
Rating Basis *Ratable Payroll:*	N/A

Unmanned Aircraft Coverage is limited, see Additional Terms and Conditions Wording		
Coverage Description	**Limit**	**Deductible**
Unmanned Aircraft	N/A	N/A

Law Enforcement Liability Coverage (Occurrence Form)		
Coverage Description	**Limit**	**Deductible**
Law Enforcement Liability	N/A	N/A
Rating Basis *Full Time Officers:*	*Part Time Officers:*	*Vol Officers:*

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Automobile Coverage			
Coverage	**Symbol**	**Limit**	**Deductible**
Liability	7	$1,000,000	$10,000
Personal Injury Protection	5	Statutory	$0
Added PIP	N/A	Not Included	N/A
Auto Medical Payments	N/A	N/A	N/A
Uninsured/ Underinsured Motorist		N/A	N/A
Physical Damage Comprehensive Coverage	7, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: $35,000	Per attached schedule Hired deductible: $0
Physical Damage Collision Coverage	7, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Collision limit: $35,000	Per attached schedule Hired deductible: $0
Garagekeepers Comprehensive Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule, but no deductible applies to loss caused by fire or lightning.	N/A
Garagekeepers Collision Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule.	N/A

Automobile Symbols	
1	Any “Auto”
2	Owned “Autos” only
3	Owned private passenger “Autos” only
4	Owned “Autos” other than private passenger “Autos” only
5	Owned “Autos” subject to No-Fault
6	Owned “Autos” subject to a Compulsory Uninsured Motorist Law
7	Scheduled “Autos” only
8	Hired “Autos” only
9	Non-owned “Autos” only
30	“Autos” left with you for service, repair, storage, or safekeeping.
* These are abbreviated descriptions. A full description of symbols is included in the coverage agreements	

Symbol 10 comp:

Symbol 10 collision:

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	First Year	Second Year
Total Premium Due:	**$92,647**	**$92,647**

Pay Term: PKG - Annual

IMPORTANT NOTE

Defense Costs- Outside of the limit, does not erode the limit for General Liability, Law Enforcement Liability, Public Officials Liability, and Employment Practices Liability.

Deductible does not apply to defense costs. Self Insured Retention does apply to defense cost.

QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated on the application.
2. The Coverage Agreement shall be 25% minimum earned as of the first day of the “Coverage Period”.
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Deletion of any coverage presented, Package and/or Workers Compensation, may result in re-pricing of account.
5. The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
6. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

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ADDITIONAL TERMS & CONDITIONS

- Receipt of most recent Audited Financial Statements within 30 days of effective date of coverage
- Receipt of signed Signature Page form within 30 days of effective date of coverage
- Receipt of signed UM form within 30 days of effective date of coverage
- Signed first page of the Preferred Application (Florida Fraud Statement) within 30 days of effective date of coverage
- 2 Yr Coverage Agreement Option

1Yr Coverage Agreement Available please advise at binding

- Commission will remain the same for the two coverage terms

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9/10/2018 / 2:32:06PM

Named Covered Party: Escambia County Board of County Commissioners

Term: 10/01/2018 to 10/01/2020
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Quote Number: PA2FL1 0171017 18-02 01 - 2

PREMIUM BREAKDOWN	
Property	N/A
Inland Marine	N/A
Crime	N/A
General Liability (Includes Drone coverage if applicable)	N/A
Law Enforcement Liability	N/A
Public Officials and Employment Practices Liability	N/A
Automobile Liability	$64,456
Automobile Physical Damage	$28,191
Garage Keepers	N/A
Excess Workers Compensation	N/A
Stop Loss Aggregate	N/A
Grand Total	**$92,647.00**
Commission	

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Named Covered Party: Escambia County Board of County Commissioners

Agreement Number: 10/01/2018 to 10/01/2020

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PA2FL1 0171017 18-02 01 - 2

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

[√] a. I hereby reject Uninsured Motorist coverage.

[ ] b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable)
each accident

[ ] c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

[ ] I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____ **Title** _____

Name _____ **Date** _____

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PUBLIC ENTITY

SIGNATURE PAGE

Named Covered Party: Escambia County Board of County Commissioners

Term: 10/01/2018 to 10/01/2020

Coverage Provided By: Preferred Governmental Insurance Trust

Quote/policy Number: PA2FL1 0171017 18-02 01 - 2

I hereby confirm that the limits/ coverages as shown hereunder, corresponding with the Coverage Agreement, are correct:

N/A	**Property TIV**	Not Included	
N/A	**Inland Marine**		
	Blanket Unscheduled IM	Not Included	
	Scheduled Inland Marine	Not Included	
	Total All Inland Marine	Not Included	
N/A	**Property TRIA (Terrorism Risk Insurance Act) coverage**		
X	**Automobile**	58	**Units - Auto Liability**
		45	**Units - Comprehensive**
		45	**Units - Collision**
N/A	**Stop Loss Aggregate:**	Not Included	
	Applies to:		
N/A	**I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).**		
N/A	**I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).**		

Please Remember that a signed copy of the following are also required:

- **First Page of Preferred application**
- **Professional Liability application, if applicable, initialed and signed**
- **Uninsured Motorist Rejection/Election form, if applicable**

Signature _____ **Title** _____

Name _____ **Date** _____

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Vehicle Schedule

Agreement Period: 10/01/2018 through 10/01/2020

COVERED PARTY: Escambia County Board of County Commissioners

QUOTE NUMBER: PA2FL1 0171017 18-02 01 - 2

AGENCY: USI Insurance Services LLC - Pensacola

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Gillig	Low Floor	632	10/01/2018	$10,000	10/01/2018	10/01/2019	$36,000
	2006	15GGE291361090831	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
002	Gillig	Low Floor	633	10/01/2018	$10,000	10/01/2018	10/01/2019	$36,000
	2006	15GGE291561090832	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
003	Gillig	Low Floor	634	10/01/2018	$10,000	10/01/2018	10/01/2019	$36,000
	2006	15GGE291761090833	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
004	Gillig	Low Floor	635	10/01/2018	$10,000	10/01/2018	10/01/2019	$36,000
	2006	15GGE291961090834	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
005	Gillig	Low Floor	636	10/01/2018	$10,000	10/01/2018	10/01/2019	$36,000
	2006	15GGE291061090835	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
006	Gillig	Low Floor	737	10/01/2018	$10,000	10/01/2018	10/01/2019	$38,571
	2007	15GGE291X71091282	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
007	Gillig	Low Floor	738	10/01/2018	$10,000	10/01/2018	10/01/2019	$38,571
	2007	15GGE291171091283	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
008	Gillig	Low Floor	739	10/01/2018	$10,000	10/01/2018	10/01/2019	$38,571
	2007	15GGE291371091284	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
009	Gillig	Low Floor	740	10/01/2018	$10,000	10/01/2018	10/01/2019	$38,571
	2007	15GGE291571091285	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
010	Gillig	Low Floor	742	10/01/2018	$10,000	10/01/2018	10/01/2019	$38,571
	2007	15GGE291971091287	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
011	Chevrolet	1500	1	10/01/2018				$0
	2000	2GCEC19V3Y1360767	Light Truck	10/01/2019				
012	Chevrolet	C4500	1001	10/01/2018	$10,000	10/01/2018	10/01/2019	$15,000
	2009	1GBE4V1929F413105	Bus >20 Pass, No Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
013	Chevrolet	C4500	1002	10/01/2018	$10,000	10/01/2018	10/01/2019	$15,000
	2009	1GBE4V1959F413096	Bus <20 Pass, No Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
014	Chevrolet	C5500	1003	10/01/2018	$10,000	10/01/2018	10/01/2019	$20,000
	2008	1GBG5U1998F414766	Bus <20 Pass, No Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
015	Gillig	Low Floor G27E102N2	1043	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2710A1092080	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
016	Gillig	Low Floor G27E102N2	1044	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2712A1092081	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
017	Gillig	Low Floor G27E102N2	1045	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2714A1092082	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
018	Gillig	Low Floor G27E102N2	1046	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2716A1092083	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
019	Gillig	Low Floor G27E102N2	1047	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2718A1092084	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
020	Gillig	Low Floor G27E102N2	1048	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE271 XA1092085	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
021	Gillig	Low Floor G27E102N2	1049	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2711A1092086	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
022	Freightliner	Trolley	105	10/01/2018				$0
	2002	4UZAAUBV12CK13909	Bus >20 Pass, No Lift	10/01/2019				
023	Gillig	Low Floor G27E102N2	1050	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2713A1092087	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
024	Gillig	Low Floor G27E102N2	1051	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2715A1092088	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
025	Gillig	Low Floor G27E102N2	1052	10/01/2018	$10,000	10/01/2018	10/01/2019	$195,429
	2010	15GGE2717A1092089	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
026	Freightliner	Trolley	107	10/01/2018				$0
	2002	4UZAAUBV82CK13910	Bus >20 Pass, No Lift	10/01/2019				
027	Oaho	Classic Trolley	108	10/01/2018	$10,000	10/01/2018	10/01/2019	$217,618
	2016	4UZAB9DT1GCHE8153	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
028	Oaho	Classic Trolley	109	10/01/2018	$10,000	10/01/2018	10/01/2019	$217,618
	2016	4UZAB9DT3GCHE8154	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
029	Oaho	Classic Trolley	110	10/01/2018	$10,000	10/01/2018	10/01/2019	$217,618
	2016	4UZAB9DT5GCHE8155	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
030	Eldorado	Medium Duty Bus	1453	10/01/2018	$10,000	10/01/2018	10/01/2019	$300,000
	2014	1N9MNAC63EC084264	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
031	Eldorado	Medium Duty Bus	1454	10/01/2018	$10,000	10/01/2018	10/01/2019	$300,000
	2014	1N9MNAC63EC084265	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
032	Eldorado	Medium Duty Bus	1455	10/01/2018	$10,000	10/01/2018	10/01/2019	$300,000
	2014	1N9MNAC63EC084266	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
033	Eldorado	Medium Duty Bus	1457	10/01/2018	$10,000	10/01/2018	10/01/2019	$316,000
	2014	1N9MNAC97EC084381	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
034	Eldorado	Medium Duty Bus	1458	10/01/2018	$10,000	10/01/2018	10/01/2019	$316,000
	2014	1N9MNAC97EC084383	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
035	Eldorado	Medium Duty Bus	1459	10/01/2018	$10,000	10/01/2018	10/01/2019	$316,000
	2014	1N9MNAC69EC084382	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
036	International	Champion Defender	1501	10/01/2018	$10,000	10/01/2018	10/01/2019	$100,000
	2015	5WEXWSKK4FH665255	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
037	International	Champion Defender	1502	10/01/2018	$10,000	10/01/2018	10/01/2019	$100,000
	2015	5WEXWSKKXFH665258	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
038	International	Champion Defender	1503	10/01/2018	$10,000	10/01/2018	10/01/2019	$100,000
	2015	5WEXWSKK1FH665259	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
039	International	Champion Defender	1504	10/01/2018	$10,000	10/01/2018	10/01/2019	$100,000
	2015	5WEXWSKK6FH665256	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
040	International	Champion Defender	1505	10/01/2018	$10,000	10/01/2018	10/01/2019	$100,000
	2015	5WEXWSKK8FH665257	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
041	International	Champion Defender	1506	10/01/2018	$10,000	10/01/2018	10/01/2019	$100,000
	2015	5WEXWSKK8FH665260	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
042	International	Champion Defender	1507	10/01/2018	$10,000	10/01/2018	10/01/2019	$100,000
	2015	5WEXWSKK2FH665254	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
043	Eldorado	Medium Duty Bus	1556	10/01/2018	$10,000	10/01/2018	10/01/2019	$316,000
	2015	1N9MNAC67FC084009	Bus >20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
044	Ford	F250	16	10/01/2018				$0
	2001	1FDNF20F31ED78916	Light Truck	10/01/2019				
045	Chevrolet	Malibu	20	10/01/2018				$0
	2006	1G1ZS51896F262035	Private Passenger	10/01/2019				
046	Ford	F150	3	10/01/2018				$0
	2004	1FTPX12564NC07770	Light Truck	10/01/2019				
047	Dodge	Grand Caravan	31	10/01/2018	$10,000	10/01/2018	10/01/2019	$20,959
	2013	2C4RDGBG2DR703674	Light Truck	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
048	Dodge	Grand Caravan	32	10/01/2018	$10,000	10/01/2018	10/01/2019	$20,959
	2013	2C4RDGBG4DR703675	Light Truck	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
049	Ford	VPG MV1		10/01/2018				$0
	2012	523MF1B65CM101433	Bus <20 Pass, w/ Lift	10/01/2019				
050	Dodge	Grand Caravan	35	10/01/2018	$10,000	10/01/2018	10/01/2019	$25,349
	2016	2C7WDGBGXGR358436	Bus <20 Pass, w/ Lift	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
051	Ford	Fusion S	36	10/01/2018	$10,000	10/01/2018	10/01/2019	$17,400
	2017	3FA6P0G70HR207983	Private Passenger	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
052	Ford	Fusion S	37	10/01/2018	$10,000	10/01/2018	10/01/2019	$17,400
	2017	3FA6P0G72HR207984	Private Passenger	10/01/2019	$10,000	10/01/2018	10/01/2019	Actual Cash Value
053	d F Super D		6	10/01/2018				$0
	1993	2FDLF47M0PCB38583	Light Truck	10/01/2019				
054	Gillig	Phantom	9823	10/01/2018				$0
	1998	15GCA2119W1088846	Bus >20 Pass, w/ Lift	10/01/2019				
055	Gillig	Phantom	9824	10/01/2018				$0
	1998	15GCA2110W1088847	Bus >20 Pass, w/ Lift	10/01/2019				
056	Gillig	Phantom	9825	10/01/2018				$0
	1998	15GCA2112W1088848	Bus >20 Pass, w/ Lift	10/01/2019				
057	Gillig	Phantom	9926	10/01/2018				$0
	1999	15GCB2112X1089299	Bus >20 Pass, w/ Lift	10/01/2019				

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
058	Ford	F150		10/01/2018				$0
	2002	1FTRX17L52KD70151	Light Truck	10/01/2019				

Total	$5,996,066.00



TARGETSOLUTIONS BY VECTOR SOLUTIONS

ONLINE COURSE CATALOG

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

UPDATED JUNE 2018

TargetSolutions delivers employee training that helps public entities mitigate risk, reduce claims and save money.

ONLINE COURSE CATALOG :: TABLE OF CONTENTS

Welcome to TargetSolutions' course catalog. This document lists courses offered for members of Preferred through the TargetSolutions platform. If you have any questions, please contact us at (800) 840-8048.

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FIRE & EMERGENCY MEDICAL SERVICES

TargetSolutions' course catalog delivers more than 250 hours of recertification courses for emergency responders. Firefighter courses are based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 Series. Courses also cover wildland fire, response to terrorism and much more. EMS courses allow first responders, EMT-Basics, EMT-Intermediates and EMT-Paramedics to complete their continuing education requirements in an engaging and easy-to-use format.

EMS CONTINUING EDUCATION

- EMS Back Injury Prevention
- EMS Common Infectious Pathogens
- EMS Confined-Space Entry
- EMS Diet & Nutrition
- EMS Driving Safety
- EMS Emergency Response to Terrorism (Modules 1-4)
- EMS Hazard Communication
- EMS Health & Wellness
- EMS Heat Illness and Emergencies
- EMS Infectious Disease Control
- EMS Workplace Stress

NFPA 1001 COURSES

- NFPA 1001 Firefighter Personal Protective Equipment
- NFPA 1001 Portable Extinguishers

NFPA 1500 COURSES

- NFPA 1500 Advanced HAZWOPER Awareness (Modules 1–4)
- NFPA 1500 Bloodborne Pathogens Safety
- NFPA 1500 Combustible & Flammable Liquids
- NFPA 1500 Compressed Gas Safety
- NFPA 1500 Confined Space Entry
- NFPA 1500 CPR Academic
- NFPA 1500 Driving Safety
- NFPA 1500 Hazard Communication
- NFPA 1500 HAZMAT Spill Prevention & Control
- NFPA 1500 HAZMAT Transportation
- NFPA 1500 Laboratory Safety
- NFPA 1500 Materials Handling, Storage, Use & Disposal
- NFPA 1500 Personal Protective Equipment
- NFPA 1500 Respiratory Protection
- NFPA 1500 Welding Safety

HUMAN RESOURCES

TargetSolutions' Human Resources courses are designed to supplement the course catalog by providing training that is relevant and essential to all employees. Courses covering Employment Practices for Supervisors cover issues encountered in the workplace for individuals tasked with making employment decisions, including issues of harassment, hiring and termination, discrimination, evaluation and documentation.

HUMAN RESOURCES

- Alcohol-Free Workplace
- Business Ethics: Quick Refresh
- Computer Security Awareness
- Customer Service
- Drug-Free Workplace
- Ethics in the Workplace
- General HIPAA Awareness
- General Office Ergonomics
- Health & Wellness
- Office Safety
- Red Flag Rules (Identity Theft Protection)
- Sexual Harassment Awareness
- Targeted Violence Considerations
- Workplace Diversity
- Workplace Stress
- Workplace Violence

EMPLOYMENT PRACTICES FOR SUPERVISORS

- Anger, Violence, and Conflict in the Workplace
- Dealing with Issues of Alcohol and Substance Abuse
- Discipline and Termination
- Employment Practices Overview
- Hiring Practices
- Interviewing and Hiring
- Interviewing Skills for Managers: Conducting an Interview
- Performance Management
- Preventing Discrimination in the Workplace
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Understanding Employee Leave
- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Personnel Selection for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Sexual Harassment Awareness for Supervisors
- Successful Hiring
- Successful Termination

MOTOR VEHICLE SAFETY

TargetSolutions' Online Driver Training & Compliance Program offers organizations a solution to reduce motor vehicle losses. Driver curriculum is designed to change unsafe driving behavior and reinforce critical safe-driving concepts. Courses have been tailored to meet the varied needs of drivers of automobiles, large trucks and passenger vans. Supervisor curriculum is designed to provide supervisors with the training necessary to maintain a staff of safe and capable drivers. Driver training courses and curriculum for supervisors are available.

DRIVER TRAINING

- Fleet Program Accidents and Emergencies
- Fleet Program Adjusting to Changing Conditions
- Fleet Program Aggressive Driving
- Fleet Program Dangers of Speeding
- Fleet Program Defensive Driving Strategies
- Fleet Program Distracted Driving
- Fleet Program Driver Safety Orientation
- Fleet Program Expressway and Highway Driving
- Fleet Program Impaired Driving
- Fleet Program Intersection Safety
- Fleet Program Passenger Van Safety
- Fleet Program Safe Backing
- Fleet Program Seat Belt & Airbag Safety
- Fleet Program Securing Materials for Transportation
- Fleet Program Sharing the Road
- Fleet Program Vehicle Inspection and Maintenance
- Fleet Program Vehicle Safety and Security

LARGE VEHICLE DRIVER TRAINING

- Fleet Program Accidents & Emergencies for Large Vehicle Operators
- Fleet Program Adjusting to Changing Conditions for Large Vehicle Operators
- Fleet Program Aggressive Driving for Large Vehicle Drivers
- Fleet Program Dangers of Speeding for Large Vehicle Drivers
- Fleet Program Defensive Driving Strategies for Large Vehicle Drivers
- Fleet Program Distracted Driving for Large Vehicle Drivers
- Fleet Program Driver Safety Orientation for Large Vehicle Drivers
- Fleet Program Impaired Driving for Large Vehicle Drivers
- Fleet Program Intersection Safety for Large Vehicle Drivers
- Fleet Program Large Vehicle Characteristics
- Fleet Program Safe Backing for Large Vehicle Drivers
- Fleet Program Seat Belt & Airbag Safety for Large Vehicle Drivers
- Fleet Program Securing Materials for Transportation for Large Vehicle Drivers
- Fleet Program Sharing the Road for Large Vehicle Drivers
- Fleet Program Vehicle Inspection and Maintenance for Large Vehicle Drivers
- Fleet Program Vehicle Safety and Security for Large Vehicle Driver

EMERGENCY VEHICLE OPERATOR TRAINING

- Fire Industry Driver Intersection Safety
- Fire Industry Driver Operator
- Fleet Program Accidents and Emergencies for Emergency Vehicle Operators
- Fleet Program Adjusting to Changing Conditions for Emergency Vehicle Operators
- Fleet Program Dangers of Speeding for Emergency Vehicle Operators
- Fleet Program Defensive Driving Strategies for Emergency Vehicle Operators
- Fleet Program Distracted Driving for Emergency Vehicle Operators
- Fleet Program Driver Safety Orientation for Emergency Vehicle Operators
- Fleet Program Emergency Vehicle Characteristics
- Fleet Program Emergency Vehicle Operations
- Fleet Program Impaired Driving for Emergency Vehicle Operators
- Fleet Program Intersection Safety for Emergency Vehicle Operators
- Fleet Program Legal Considerations for Emergency Vehicle Operators
- Fleet Program Safe Backing for Emergency Vehicle Operators
- Fleet Program Seat Belt & Airbag Safety for Emergency Vehicle Operators
- Fleet Program Securing Materials for Transportation for Emergency Vehicle Operators
- Fleet Program Vehicle Inspection and Maintenance for Emergency Vehicle Operators
- Fleet Program Vehicle Safety and Security for Emergency Vehicle Operators

SUPERVISOR TRAINING

- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Motor Vehicle Personnel Selection for Supervisors

OSHA & COMPLIANCE

TargetSolutions' online courses can be used to help comply with OSHA and other federal and state regulatory agency training mandates. Complete all of your required compliance training courses online, eliminating the logistic issues inherent in traditional training methods

OCCUPATIONAL HEALTH & SAFETY

- Advanced Construction Safety (Modules 1–4)
- Advanced HAZWOPER Awareness (Modules 1–4)
- Aerosol Transmissible Diseases
- Alcohol-Free Workplace
- Asbestos Awareness
- Back Injury Prevention
- Bloodborne Pathogens Safety
- Building Evacuation and Emergencies
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- CPR Academic
- Diet & Nutrition
- Disaster Preparedness
- Driving Safety
- Drug-Free Workplace
- Electrical Safety
- Emergency Action Plans
- Ergonomics in the Workplace
- Eye Safety
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- First Responder Operations Level Refresher (1–4)
- Forklift Safety
- General Construction Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics
- Hand & Power Tool Safety
- Hazard Communication
- Hazardous Materials
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Health & Wellness
- Hearing Conservation
- HIV/AIDS Awareness
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Introduction to Industrial Hygiene
- Introduction to OSHA
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Machine Guarding
- Office Safety
- Personal Protective Equipment
- Radiation Safety
- Respiratory Protection
- RedVector – Confined Spaces
- RedVector – Fall Protection
- RedVector – Hazard Communication
- RedVector – Hearing Conservation
- RedVector – Walking and Working Surfaces
- RedVector – Ladder Safety
- RedVector – Lead Safety Awareness
- RedVector – Legionella Prevention and Control
- RedVector – Incident Reporting and Investigation
- RedVector – Crystalline Silica: Understadning the Hazards
- RedVector – Eye and Face Protection
- RedVector – Powered Industrial Trucks
- RedVector – EHS Regulatory Overview
- RedVector – Hand Safety
- RedVector – Lockout/Tagout
- RedVector – Electrical and Arc Flash Hazards
- RedVector – Hazmat Transportation Safety Awareness
- RedVector – Triethylaluminium Safety Awareness
- RedVector – Hydrogen Sulfide Safety
- RedVector – Ethylene Oxide Safety
- RedVector – Combustible Dust - Things That Go Boom
- RedVector – Arc Flash Hazard Analysis
- RedVector – Exit Routes, Emergency Action Plans & Fire Prevention Plans
- RedVector – Personal Protective Equipment Selection and Proper Usage
- RedVector – Flammable and Combustible Liquids
- RedVector – Safety: Basics
- RedVector – Bloodborne Pathogens
- RedVector – General Recording Criteria
- RedVector – Introduction to Powered Industrial Trucks
- RedVector – Stairways and Ladders
- RedVector – Back Safety: Protection and Treatment Basics
- RedVector – Personal Protective Equipment
- RedVector – Fatal Accidents & Prevention
- RedVector – Preventing and Investigating Accidents
- Risk Assessment Analysis
- Safety and Health Programs
- Slips, Trips, & Falls Prevention
- Trenching & Shoring
- Welding Safety
- Working in Extreme Temperatures
- Workplace Stress
- Workplace Violence

COMPLIANCE

- ADA Compliance in Business
- Cal/OSHA Log 300
- Federal Acquisition Regulation Overview 3.10
- General HIPAA Awareness
- Sexual Harassment Awareness
- Sexual Harassment Prevention: Quick Refresh
- Workplace Diversity

SCHOOL DISTRICTS

TargetSolutions offers a comprehensive catalog of online courses for school district employees. Courses are designed to enhance knowledge and ensure safety in scholastic environments, covering a wide range of topics for principals, teachers, supervisors, librarians, custodians, food service employees and school security personnel. Courses cover the following categories: Emergency Operations Management, Environmental, Health, Human Resources, Library Services, Nutrition Service, School Safety & Behavioral and Transportation.

DRIVER TRAINING

- Adjusting to Changing Driving Conditions (EDU)
- Defensive Driving Strategies (EDU)
- Distracted Driving (EDU)
- Driver Safety Orientation (EDU)
- Driving Accidents & Emergencies (EDU)
- Large Vehicle Characteristics (EDU)
- Passenger Van Safety (EDU)
- Safe Use of Utility Vehicles (EDU)

FOOD SERVICE

- Food Safety, Foodborne Illness & Kitchen Sanitation (EDU)
- Food Service General Safety (EDU)
- Food Services Proper Lifting (EDU)
- School Meal Compliance (EDU)

HUMAN RESOURCES

- Child Abuse: Mandated Reporter Training
- Ethics in the Workplace (EDU)
- Introduction to Understanding the Rights of LGBT Students (EDU)
- Maintaining Professional Staff/Student Boundaries (EDU)
- Managing Difficult Behaviors (EDU)
- Preventing Sexual Harassment: Students (EDU)
- Sexual Harassment Awareness (EDU)
- Sexual Misconduct in Schools (EDU)
- Title IX and Sexual Misconduct (EDU)
- Workplace Diversity (EDU)

OSHA, COMPLIANCE & SAFETY

- Aerosol Transmissible Diseases (EDU)
- Athletes and Sudden Cardiac Arrest (EDU)
- Avoiding Slips, Trips, and Falls (EDU)
- Bloodborne Pathogens Safety (EDU)
- Breaking Up Student Fights (EDU)
- California Integrated Pest Management (EDU)
- Computer Security Awareness (EDU)
- Crossing Guard Safety (EDU)
- Electrical Safety (EDU)
- Evacuating Students with Disabilities (EDU)
- FERPA: Protecting Student Privacy (EDU)
- Fire Extinguisher Safety (EDU)
- Fire Prevention Safety (EDU)
- General First Aid Part 1 (EDU)
- General First Aid Part 2 (EDU)
- General Office Ergonomics (EDU)
- Hazmat Spill Prevention & Control (EDU)
- Hearing Conservation (EDU)
- Incident Investigation (EDU)
- Lead Awareness (EDU)
- Liability in Sports (EDU)
- Personal Protective Equipment (EDU)
- Playground Safety (EDU)
- Playground Supervision (EDU)
- Preventing Cyberbullying (EDU)
- Proper Lifting (EDU)
- Proper Lifting Library Operations (EDU)
- Proper Use of Seclusion and Restraint (EDU)
- Principal's Recognition of Hazards on a School Campus
- Respiratory Protection (EDU)
- Safety in the Science Lab (EDU)
- School Bullying (EDU)
- School Bus Behavior and Discipline (EDU)
- School Shooting Awareness
- School Violence and Weapons (EDU)
- Student Concussions (EDU)
- Student Safety Restraint Systems (EDU)
- Working in Extreme Temperatures (EDU)
- Workplace Violence (EDU)
- Youth Suicide: Awareness & Prevention (EDU)

SPANISH

TargetSolutions offers online training courses in Spanish. Courses cover the following categories: Driver Training, Environmental Awareness, General Safety, Human Resources and Occupational Health. If you would like more information about TargetSolutions' Spanish library, please contact us today.

DRIVER TRAINING

- Accidents & Emergencies (Spanish)
- Adjusting to Changing Conditions (Spanish)
- Aggressive Driving (Spanish)
- Dangers of Speeding (Spanish)
- Defensive Driving Strategies (Spanish)
- Distracted Driving (Spanish)
- Driving Safety (Spanish)
- Expressway and Highway Driving (Spanish)
- Impaired Driving (Spanish)
- Incident Investigation (Spanish)
- Intersection Safety (Spanish)
- Large Vehicle Characteristics (Spanish)
- Safe Backing (Spanish)
- Seat Belt & Airbag Safety (Spanish)
- Securing Materials for Transportation (Spanish)
- Sharing the Road (Spanish)
- Vehicle Inspection and Maintenance (Spanish)
- Vehicle Safety and Security (Spanish)

OCCUPATIONAL HEALTH & SAFETY

- Advanced HAZWOPER Awareness (Spanish) (Modules 1-4)
- Asbestos Awareness (Spanish)
- Back Injury Prevention (Spanish)
- Bloodborne Pathogens Safety (Spanish)
- Combustible & Flammable Liquids (Spanish)
- Compressed Gas Safety (Spanish)
- Confined-Space Entry (Spanish)
- CPR Academic (Spanish)
- Diet & Nutrition (Spanish)
- Disaster Preparedness (Spanish)
- Electrical Safety (Spanish)
- Eye Safety (Spanish)
- Fall Protection (Spanish)
- Fire Extinguisher Safety (Spanish)
- Fire Prevention Safety (Spanish)
- Forklift Safety (Spanish)
- General Construction Safety (Spanish)
- General First Aid (Spanish)
- General Office Ergonomics (Spanish)
- Hand & Power Tool Safety (Spanish)
- Hazard Communication (Spanish)
- Hazmat Spill Prevention & Control (Spanish)
- Hazmat Transportation (Spanish)
- Health & Wellness (Spanish)
- Hearing Conservation (Spanish)
- Indoor Air Quality (Spanish)
- Industrial Ergonomics (Spanish)
- Laboratory Safety (Spanish)
- Ladder & Scaffolding Safety (Spanish)
- Laser Safety (Spanish)
- Lead Awareness (Spanish)
- Lock-Out / Tag-Out (Spanish)
- Machine Guarding (Spanish)
- Materials Handling, Storage, Use, & Disposal (Spanish)
- Office Safety (Spanish)
- Personal Protective Equipment (Spanish)
- Radiation Safety (Spanish)
- Respiratory Protection (Spanish)
- Risk Assessment Analysis (Spanish)
- Slips, Trips, & Falls Prevention (Spanish)
- Trenching & Shoring (Spanish)
- Welding Safety (Spanish)
- Working in Extreme Temperatures (Spanish)
- Workplace Stress (Spanish)
- Workplace Violence (Spanish)

HUMAN RESOURCES

- Alcohol-Free Workplace (Spanish)
- Drug-Free Workplace (Spanish)
- Incident Investigation (Spanish)
- Sexual Harassment Awareness (Spanish)
- Workplace Diversity (Spanish)

BUSINESS SKILLS

COMMUNICATION

- Better Business Writing
- Business Communication Fundamentals
- Effective Presentation Skills
- Email Etiquette
- Giving Feedback that Gets Results
- Powerful Presentations
- Successful Negotiation
- The Art of Negotiation

Communicating Up

- Communicating to Your Manager
- Your Manager's Communication Style
- Your Path to Communicating Up
- Mastering Communicating Up
- Communicating Up Health Check

CONFLICT RESOLUTION

- Conflict Resolution

Resolving Conflicts

- Characterizing Conflict
- Know Your Conflict Behavior
- Identifying Conflict Behaviors
- Your Path to Resolving Conflicts
- Mastering Resolving Conflicts
- Resolving Conflicts Health Check

GENERAL

- An Entrepreneur's Guide to Networking
- Business Dining Etiquette
- Company Layoffs and Downsizing
- Critical Thinking and Problem Solving
- Discrimination Prevention
- Energy Management: Exercise, and Safety
- Everyone is a Leader
- Facilitating Meetings and Groups
- Get SMARTER with Goals
- Healthy Practices: Nutrition, Exercise, and Safety

- Interviewing Skills for Employees
- It's my Job! Career Growth
- Making Humor Work at Work
- Managing Stress at Work
- Managing Up: Strengthening Relationships
- Meetings That Get Results
- The Change Process
- The Power of One - Taking Accountability
- The Power of Vision
- Work Life Balance

Business Execution

- Execution Strategies
- Inspiring Excellence
- Turning Ideas into Actions

Improving Work Habits

- Performance Issue or Poor Work Habit?
- Describing the Work Habit
- Keep Ownership with the Team Member
- Empathizing
- Your Path to Improving Work Habits
- Mastering Improving Work Habits
- Improving Work Habits Health Check

Supporting Change

- The 3 Phases of Change
- Reactions to Change
- Your Path to Supporting Change
- Mastering Supporting Change
- Supporting Change Health Check

LEADERSHIP

- A Leaders Guide to Decision Making
- Advanced Management Skills
- An Effective Leader's Guide to Time Management
- Building Leadership Capability
- Creating a Code of Conduct
- Effective Delegation Overview
- Lead with Strengths
- Mentoring that Matters
- Negativity in the Workplace
- Transition to Leadership

Basics of Leadership

- Leadership Challenges
- Knowledge Management
- Elements of Change
- Leadership Dynamics

Communication Essentials

- Empowering Leadership
- Craft Clear and Concise Messages
- Team Member Messages
- Listening
- Nonverbal Behavior
- Impactful Feedback
- Mastering Essential Skills of Communicating

Effective Delegation

- What to Delegate
- Issues in Delegating
- Your Path to Delegating
- Mastering Delegating
- Delegating Health Check

Leadership Essentials

- The Work of Leaders
- Focus on Behavior
- Enhance Self-Esteem
- Encourage Participation
- Lead Effective Meetings

- Mastering Essential Skills of Leadership
- Essential Skills of Leadership Health Check

MANAGING PEOPLE
- Appraising Performance
- Coaching with Confidence
- Developing Your Leadership Style
- Employee Discipline
- Fundamentals of Business Crisis Management
- Internet and Computer Policy
- Managing Contractors and Temporary Employees
- Managing Technical Professionals
- Motivating Employees
- Rewarding Peak Performers

Coaching Job Skills
- Determining Training or Coaching
- Your Path to Training New Skills
- Your Path to Coaching Existing Skills
- Mastering Training New Skills
- Mastering Coaching Existing Skills
- Health Check

Developing Performance Goals & Standards
- The Value of Planning
- Creating Performance Standards
- Corporate Culture Changes
- Keeping Employees Energized
- Your Path to Developing Performance Goals and Standards
- Mastering Developing Performance Goals and Standards
- Developing Performance Goals and Standards Health Check

Effective Discipline
- Taking Disciplinary Action
- The Disciplinary Process and Documentation
- Responding to Team Member Reactions
- Your Path to Effective Discipline
- Mastering Effective Discipline
- Effective Discipline Health Check

IT Pro to Manager
- Managing the Development of Technical Professionals
- Successful Communication and Process Management Skills
- Developing Leadership and Transitioning into Management

Management 101
- Introduction to Management
- Leading and Communicating as a Manager
- Making an Impact as a Manager
- Taking Control as a Manager

Managing Complaints
- The Difficulties of Managing Complaints
- Handling Complaints Using Active Listening
- Your Path to Managing Complaints
- Mastering Managing Complaints
- Managing Complaints Health Check

Multigeneration Management
- Workforce Generations
- Leading Silents and Boomers
- Multi-Generational Leadership (GenX and Next)
- Cross-Generational Teams
- Developing Generations

Performance Management
- Preventing Problems
- Identifying Problems and Causes
- Feedback and Counseling
- Disciplining Problem Performance

Providing Performance Feedback
- The Power of Performance Feedback
- Providing Verbal Performance Feedback
- Providing Written Performance Feedback
- Your Path to Providing Performance Feedback
- Mastering Providing Performance Feedback
- Providing Performance Feedback Health Check

OFFICE PRODUCTIVITY

GOOGLE

Presentations

- Getting Started, Fundamentals, Formatting Text & Drawing Options
- Media and Tables, Animating Slides, Collaboration and Distribution

MICROSOFT

Access 2013

- Working with Databases
- Creating, Modifying, and Managing Tables
- Working with Forms
- Working with Queries
- Sharing and Protecting Your Data

Outlook 2013

- Getting Started
- Message and Contact Management
- Time and Task Management

PowerPoint 2007

- Introduction, Navigation, Themes, Text, Slide Masters

PowerPoint 2013

- The Basics of Word
- Customizing Presentations

Windows 8

- An Introduction to Windows 8

Word 2013

- The Basics
- Formatting
- Advanced Options

PROJECT MANAGEMENT

AGILE

- Series Overview
- Traditional vs. Agile Project Management
- Manifesto Principles 1 - 6
- Manifesto Principles 7-12
- Scrum and XP Methods
- Other Agile Methods
- Value Driven Development
- Prioritization and Risk Management
- Planning Agile Projects
- Estimation
- Managing Projects
- Adaptive Planning and Design
- Soft Skills and Leadership
- Team Formation and Boosting Team Performance
- Stakeholder Engagement
- Communication in Projects
- Problem Detection, Metrics, and Resolution
- Quality and Earned Value Management
- Continual Improvement
- PMI Code of Conduct
- PMI Agile Certified Practitioner (PMI-ACP)® Exam Prep
- Test Me - PMI Agile Certified Practitioner Exam (PMI-ACP)®

TRADITIONAL

- Project Management Overview
- Managing Projects within Organizations
- Process Groups
- Execution, Monitoring and Controlling
- Project Change Control and Closure
- Initiation Basics, Developing a Project Charter and Plan
- Collecting Requirements and Defining Scope
- Monitor and Control Project Scope
- Defining and Sequencing Project Activities
- Developing and Controlling the Project Schedule
- Estimating Activity Resources and Durations
- Controlling Costs
- Estimating & Budgeting Project Costs
- Project Quality Planning
- Quality Assurance and Cost Control
- Managing Projects for Human Resources
- Planning Projects for Human Resources
- Processes for Managing Project Communications
- Stakeholders and the Communication Management Plan
- Identifying Project Risks
- Performing Risk Analysis
- Risk Management Planning
- Risk Response, Monitor and Control
- Managing Procurement During Your Project
- Planning Procurement for Your Project
- Stakeholder Identification and Planning
- Project Stakeholder Engagement and Communication
- PMI® Certification Requirements
- Test Me - Project Management Professional (PMP)®
- Project Management Professional (PMP)® 2016 Exam Updates


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CONSTRUCTION

Bucket Truck Safety (26 min.)
DM-24516
Performing job duties in, around, and with the use of bucket trucks, could lead to possible injury to operators, vehicle repair/replacement, and even higher insurance premiums. This program covers proper bucket truck safety principles that promote safety on the job as well as reduce the chance of accidents and injuries.

Confined Spaces: Entry Team Training – Construction Activities (27 min.)
DM-39448
DM-47367 SPANISH
Addresses initial and refresher training requirements for the core members of an entry team (authorized entrants, attendants, and entry supervisors). Explains how to recognize the signs, symptoms, and characteristic effects of exposure to confined space hazards. Covers precautions that must be taken before a confined space is entered. Covers how to recognize and avoid unsafe conditions. Describes proper use of required protective and emergency equipment. Defines the role of the emergency rescue team.

Construction Safety Basics: In Case of an Emergency (14 min.)
DM-51073
DM-51072 SPANISH
Describes appropriate actions to take in the event of an emergency. Covers emergency action plans, first aid/emergency response, bloodborne pathogens, HAZWOPER, workplace violence, and medical records.

Construction Safety Basics: Safe Use of Equipment (17 min.)
DM-51075
DM-51074 SPANISH
Covers how to recognize hazards associated with using tools and equipment, and identifies safe ways to operate them. Covers hand and power tools; stairways and ladders; scaffolds, aerial lifts and scissor lifts; heavy equipment; and lockout/tagout.

Construction Safety Basics: Work Environment (24 min.)
DM-50052
DM-50053 SPANISH
Designed to encourage good safety habits and provide an introduction to various engineering controls that can be used to create a safe work environment. Specifically covers health hazards; hazcom; safety signs/tags; electrical safety; fire safety; confined spaces; hot work; trenching and excavations; work zones and flaggers; and temperature extremes.

Construction Safety Basics: Work Practices (17 min.)
DM-50050
DM-50051 SPANISH
Covers safe work practices and procedures that can help employees protect themselves and other around them. Topics include wellness; back safety; material handling; fall protection; and personal protective equipment.

Crystalline Silica for Construction Employees (13 min.)
DM-52035
This program outlines workplace tasks that could result in exposure to crystalline silica; identifies health hazards caused by exposure to crystalline silica; explains various methods of communicating crystalline silica hazards: labels, safety data sheets, and signs; covers how employees can apply exposure control measures to protect themselves from the effects of crystalline silica dust; discusses the role a competent person plays in crystalline silica exposure control; and explains the purpose of OSHA's required medical surveillance program.

Crystalline Silica for Construction Employers (15 min.)
DM-52034

This program is designed to educate employers on how to protect workers from the dangers of crystalline silica dust. Specifically, it covers 29 CFR 1926.1153, OSHA's Respirable Crystalline Silica Rule for Construction. Employers will learn how to recognize workplace tasks that could result in exposure to crystalline silica; identify health hazards caused by exposure to crystalline silica; recall the various methods of communicating crystalline silica hazards: labels, safety data sheets, and signs; apply exposure control measures to protect workers from the effects of crystalline silica dust; discuss the role a competent person plays in exposure control; and explain the purpose of OSHA's required medical surveillance program.

Fall Protection for Construction (17 min.)
DM-52441

DM-52440 SPANISH NEW

This program explains potential fall hazards on the jobsite and describes appropriate ways to eliminate and prevent them; identifies various forms of fall protection and scenarios when each would be appropriate; and covers how to select, inspect, use, and store fall protection equipment properly.

Forklift Workshop for Construction (36 min.)
DM-24517

DM-24518 SPANISH BEST SELLER

Helps trainers meet the formal, practical, evaluation, and refresher training requirements of OSHA's 29 CFR Section 1926.602(d) and 1910.178(l). Provides forklift operators – new and veteran – with training on key safety and operation practices. Workshop format reinforces learning using hands-on practice tools, exercises and learning activities. Covers the following topics: operating a forklift in a constantly changing environment; avoiding hazards on a jobsite; understanding combined center of gravity and the stability triangle; performing pre-operational inspections; reading load charts; keeping the forklift and the load stable; and placing a load.

Trenching & Shoring Safety (23 min.)
DM-24514

This video helps workers understand and practice safe excavation procedures and meet requirements of the OSHA excavation standard (29 CFR Part 1926, Subpart P–Excavations).



DRIVER/DOT

Accident Procedures: Driver Training Series (20 min.)
DM-45583
Illustrates a step-by-step procedure of what must be done in the event of a crash. Reminds drivers proper actions can prevent further injuries and damages, and protect themselves and their companies from liability.

Air Brakes – Master Driver (24 min.)
DM-24447
Covers important information CMV drivers need to know about air brakes, including fundamentals of air brake techniques; mechanics and operation; helping drivers avoid crashes, liability and down time. Uses Hazard Perception Challenge® scenarios to test drivers' hazard perception skills.

Alcohol & Drug Testing: What Drivers Need To Know (25 Min.) *UPDATED*
DM-38795
Discusses the specific rules under Parts 40 and 382 of the FMCSRs, including key definitions, prohibited conduct, and the circumstances under which drivers will be tested. Covers the six types of testing required (pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up). Features scenarios that go through alcohol and drug testing processes and procedures. Includes information on the consequences of refusing to submit to testing, what it means to be referred to a substance abuse professional, and why it's so important that drivers comply with the alcohol and drug testing requirements. Program updated to reflect changes to DOT drug testing regulations effective 1/1/18.

BEST SELLER

Backing (18 min.)
DM-24473
Helps train drivers on backing basics to help avoid costly damage to vehicles. This video addresses common backing maneuvers drivers must know how to perform, including: straight-line backing, alley dock backing, parallel parking, blind-side backing, and jack-knife backing.

Backing & Parking – Straight Truck Series (9 min.)
DM-51288
Designed to help drivers understand the basic techniques for safely backing and parking a straight truck, including important precautions and maneuvers for avoiding fixed object collisions, such as recognizing obstruction; using flashers and mirrors; removing distractions; using a spotter when available; and maintaining clearance.

Backing Techniques – Master Driver (21 min.)
DM-24440
Covers important information drivers need to know, including: basic elements of backing; types of backing maneuvers; how to safely and properly execute these maneuvers; the most common backing errors and problem areas; straight-line backing; sight-side backing; jacking and chasing; alley dock backing; blind side backing; and more. Uses Hazard Perception Challenge® scenarios to test drivers' hazard perception skills.

Cargo Securement Flatbeds (24 min.)
DM-26005
Covers the requirements of the cargo securement standard (FMCSR 392.9 and Part 393, Subpart I). Addresses CSA implications of cargo securement violations to helps carriers and drivers reduce cargo securement violations that will be placed into the Safety Measurement System (SMS). Covers cargo securement best practices and personal safety, and reinforces that the regulations are the minimum requirements that need to be met.

BEST SELLER

CMV Driver Basics (42 min.)
DM-24500
All entry-level drivers who drive in interstate operations and are subject to the CDL requirements must receive entry-level training. This training will help you satisfy that requirement. It focuses on four topics that must be covered: driver qualification, driver wellness, hours of service, and whistleblower protection.

BEST SELLER

Coupling & Uncoupling – Master Driver (26 min.)
DM-24450
Provides step-by-step procedures for safe coupling and uncoupling of singles; gives an overview for coupling and uncoupling doubles; and emphasizes areas where most coupling and uncoupling problems occur. Uses Hazard Perception Challenge® scenarios to test drivers' hazard perception skills.

CSA: Know the BASICs (47 min.)
DM-27678
Provides an overview of the FMCSA's Compliance, Safety, Accountability (CSA) program and a brief discussion of where the data used in CSA comes from. Helps drivers understand what CSA is and what it means to them and their carrier, including FMCSA interventions. Covers the seven BASICs (Behavior Analysis Safety Improvement Categories) used in the CSA Safety Measurement System (SMS). Helps drivers understand severity and time weighting of violations, calculation of BASIC measures ("normalizing" process), and peer comparison within Safety Group Events.

Defensive Driving – EYE ON (50 min.)
DM-24481
This course: uses the Hazard Perception Challenge® format in which driving scenarios are followed by an interactive what-did-you-see/what would-you-do question. It helps teach drivers how to apply hazard perception skills to defensive driving situations and features scenarios involving pedestrians, city and rural driving, heavy traffic and more.

BEST SELLER

Defensive Driving for Light & Medium Duty Vehicles (25 min.)
DM-30195
Aimed at drivers of Class 1-6 light and medium duty vehicles. Video covers defensive driving preparation; hazard perception; the defensive driving attitude; and other techniques that will help drivers stay safe on the roadways.

BEST SELLER

Distracted! Driving (25 min.)
DM-24799
This video is aimed specifically at CMV drivers and others who drive as part of their profession (sales people, business travelers, small vehicle delivery drivers, military personnel, public servants, cabbies and more). It details strategies drivers can use to deal with their own distracted driving and that of others. Topics covered in this video include: types of distractions; technology as a distraction; inattention blindness; steps to avoid distracted driving; recognizing the signs of other distracted motorists; and what to do when sharing the road with a distracted driver.

BEST SELLER

Driving Techniques: Driver Training Series (15 min.)
DM-45584
Covers pro-level techniques for defensive driving; right and left turns; intersections; merging; passing; underpasses; railroad crossings and roundabout.

Driving Techniques: Straight Truck Series (14 min.)
DM-51289
Designed to help drivers understand the basic driving techniques that will help them develop the skills and attitude necessary to safely operate a straight truck. Specifically, it covers the importance of driving defensively and knowing how to safely maneuver a straight truck through turns and intersections; over railroad crossings; while merging and passing; and while driving through roundabouts. The program also covers how driving techniques should change when driving at night or in extreme weather conditions.

Dry Van Cargo Securement (22 min.)
DM-24474
Unsecured or improperly secured cargo can cause accidents, injuries, and even death. What's more, under CSA, cargo securement violations can increase your Vehicle Maintenance BASIC score and lead to an intervention. By training your drivers on load securement requirements, you'll help to reduce the chance of accidents and violations. This program covers: securement requirements and proper securement techniques for various types of dry vans and reefers; how to determine the number of tiedowns; when to re-examine and adjust cargo; pre-trip inspections; cargo distribution; securement devices; working load limits and aggregate working load limits.

ELD: Basics Training (16 min.)
DM-52196
Covers the basics of ELD device use; technical specifications of electronic logging devices; and driver and carrier responsibilities. Specifically, it explains which drivers are required to use an ELD and by when; describes basic system and device requirements; covers how drivers will comply with records management and roadside inspections; and reviews rule provisions for carriers in regard to supporting documents and harassment prevention.

Emergency Maneuvers: Driver Training Series (16 min.)
DM-45585
Teaches prevention of emergency situations through hazard perception skills and pre-trip vehicle inspections. Covers the use of escape routes in some common emergency situations, emergency braking, basic skid control and recovery, and minimizing damage when a collision is unavoidable.

Extreme Weather Driving: Driver Training Series (22 min.)
DM-45586
Discusses techniques for handling a variety of dangerous and potentially deadly weather conditions, including fog, rain, snow, ice and wind.

Fixed Object Collisions: Driver Training Series (16 min.)
DM-45587
Covers important information drivers need to know about avoiding fixed object collisions: causes, prevention, overhead obstructions, cornering and backing.

Hours of Service Canada: A Driver's Guide (30 min.)
DM-24499
This video shows you how to comply with Canadian Hours of Service requirements, and helps you satisfy Canada's Commercial Vehicle Drivers Hours of Service Regulations. It explains the "hows" and "whys" of Canada's HOS regs, and covers key topics, including: daily maximums, off-duty requirements, weekly cycles, and more.

Hours of Service Rules for Property-Carrying CMV Drivers (26 min.)
DM-50046
Provides an overview of the Hours of Service (HOS) rules and regulations drivers must comply with. Explains how to apply the regulations; manage time spent driving on-duty and off-duty; and maintain current, accurate record of duty status.

Injury Prevention for CMV Drivers (29 min.)
DM-48452
Helps drivers avoid preventable injuries while on the job by recognizing and avoiding risks and adopting safe work practices. Explains how to mount and dismount their tractor trailer; describes safety precautions to take when conducting inspections and while stopped on the side of the road; discusses positions and techniques to help prevent long-term injuries; explains how to properly load and unload cargo and move around the loading dock safely; describes how to operate landing gear, pull releases, and position converter dollies by hand; and identifies ways to stay safe while working outdoors in extreme heat or cold temperatures.

Ins & Outs of Loading Dock and Warehouse Safety (19 min.)
DM-24476
Reduce the risk of driver and dock worker injury with this specialized training. Topic-specific training covers safety issues unique to drivers, loading dock workers, and warehouse employees. Reviews common causes of injuries and cargo damage and shows all employees how to steer clear of hazards like these: slips and falls caused by wet or oily docks; back injuries resulting from improper lifting or carrying; hearing damage from loud noise levels; falling objects; injuries from careless material handling equipment operation; and use of forklifts.

Loading & Unloading - Straight Truck Series (14 min.)
DM-51287
Helps drivers understand the basic techniques that will help keep them safe while loading or unloading their straight trucks, especially how to prevent common injuries and apply cargo securement. Specifically, it explains how to apply proper techniques to stay safe while loading and unloading; discusses how to recognize potential hazards and identify precautions to take in order to prevent injuries; and describes how to safely apply cargo securement devices to protect the load.

Motorcoach: Defensive Driving (25 min.)
DM-26562
This video covers: seeing and being seen, which includes using visual scans to actively look for hazards; having heightened awareness, which includes hazard awareness and hazard perception, having a plan and being ready to carry out the plan; managing your speed and space, which includes information on speed management, space management and using a safety cushion to prevent crashes and provide a safe, smooth ride for passengers.

Motorcoach: Vehicle Inspections (29 min.)
DM-26557
This video covers: the 6-step procedure for conducting thorough pre-trip inspections; on-the-road inspections, and critical areas to check when stopped; post-trip inspections (which usually mirror pre-trip inspections) and the information that's recorded on the DVIR; the consequences of missed inspection points; and the connection between proper vehicle inspections and customer safety and service. It also helps protect your company's bottom line from the high costs of violations counted in CSA and reduces the likelihood of your company undergoing a full compliance review intervention.

Night Driving – Driver Training Series (14 min.)
DM-45588
Discusses driver, vehicle, and roadway factors that can lead to night-time incidents and crashes. Provides helpful tips for increasing night-driving safety. Covers important information drivers need to know about driving at night, including: headlights, glare, speed, impaired drivers, animals, visibility, fatigue, and more.

Personal Safety & Security for Drivers (22 min.)
DM-48449
This program is designed to help drivers protect themselves against potential dangers to their personal safety during trip planning, when on the road, and during every stop along the way. They will learn strategies for establishing a heightened sense of awareness of their surroundings and potential dangers they may encounter, as well as how to recognize threats and react appropriately to keep the situation from escalating. They will also learn how to apply techniques to minimize their risk of being targeted in the first place.

Reasonable Suspicion Testing: What Supervisors Need To Know (27 min.) *UPDATED*
DM-38961
Helps supervisors understand their critical role in determining reasonable suspicion, how to spot the signs of alcohol misuse and illegal drug use, and what to do when they suspect a driver is impaired. Reviews the reasonable suspicion process, shows how to properly document observed behaviors, and helps build supervisors' confidence so they can respond appropriately. Program updated to reflect changes to DOT drug testing regulations effective 1/1/18.

BEST SELLER

Roadside Inspections for CMV Drivers (20 min.)
DM-48442
This program provides an overview of types of inspections and how to prepare for a roadside inspection; explains what happens during a roadside inspection and the documents that will be reviewed; helps drivers understand the proper way to show their ELDs during an inspection; and covers what to expect after a driver passes or fails a roadside inspection.

NEW

Roadside Inspections for CMV Drivers: Providing the Officer Your Record of Duty Status (8 min.)
DM-52170
This program is designed to help properly prepare drivers the proper way to show their ELDs during an inspection to help comply with officers. It covers what's required of an ELD during an inspection, keeping status updated, and providing records.

NEW

Safe Driving: School Bus Drivers – Accident Procedures (13 min.)
DM-24589
This video provides strategies for dealing with traffic accidents, including nine steps that must be done after a crash.

Safe Driving: School Bus Drivers – City Driving (13 min.)
DM-24592
This video provides strategies for dealing with heavy traffic, including communicating with other drivers, keeping a safety cushion of space around the bus, anticipating hazards, and keeping a good attitude.

Safe Driving: School Bus Drivers – Defensive Driving (9 min.)
DM-24590
This video reviews visual scanning, road hazards, and communicating clearly with other motorists.

Safe Driving: School Bus Drivers – Driving Techniques (15 min.)
DM-24484
This video provides practical information to help drivers operate more safely, explains defensive driving and how to be a better decision maker and emphasizes safety skills for key concerns such as railroad crossings, turning, merging, intersections and backing.

Safe Driving: School Bus Drivers – Emergency Maneuvers (12 min.)
DM-24729
This video discusses the importance of knowing what to do when emergency situations occur and helps build and refine skills and techniques so making the right choice becomes second nature.

Safe Driving: School Bus Drivers – Passenger Safety (14 min.)
DM-24728
This video explains proper entering and exiting procedures as well as emergency bus evacuations and shows how to set effective conduct rules and enforce them to help drivers manage students and maintain order.

Safe Driving: School Bus Drivers – Seeing Hazards (14 min.)
DM-24485
This video helps to improve safety by sharpening perception skills needed to avoid dangerous situations and accidents and covers issues such as proper seat and mirror positioning, correct mirror use, overcoming restricted vision, correct visual scanning techniques, and enhancing hazard awareness.

Safe Driving: School Bus Drivers – Using Your Mirrors (9 min.)
DM-24591
This video covers proper use of mirrors when driving, waiting, merging, passing, and backing and addresses importance of adjusting mirrors prior to and during operation.

Safe Driving: School Bus Drivers – Vehicle Inspections (13 min.)
DM-24588
This video focuses on the 7-step vehicle inspection method and stresses importance of completing regular, thorough pre- and post-trip inspections.

Speed & Space Management – EYE ON (37 min.)
DM-24482
Instructs drivers using hazard perception challenge methodology. Shows drivers a variety of scenarios about speed & space management. Each scenario pauses to ask drivers "what did you see" and "what would you do next" questions. Reviews the basic elements of speed and space management, including managing space ahead, stopping distance, speed and vehicle handling, managing space around, above, and below the vehicle, maintaining a space cushion, and driving through road construction work zones.

Speed & Space Management – Master Driver (16 min.)
DM-24442
Helps raise awareness and help drivers develop the right attitude to drive safely and efficiently. Explains the dangers of speeding and failing to maintain an appropriate space cushion. Covers: driving too fast (and too fast for conditions); speed and curves; appropriate following and stopping distances; handling hazards around the vehicle; and more. Uses Hazard Perception Challenge® scenarios to test drivers' hazard perception skills.

Tanker Driving Techniques (21 min.)
DM-24456
Give your tanker drivers specialized training that addresses tanker-specific driving techniques and vehicle inspection. This video discusses load shift (sloshing and surging) when starting, stopping and cornering. It also covers defensive driving, railroad crossings, and underpasses.

Tanker Vehicle Inspections (23 min.)
DM-24455
Addresses tanker-specific driving techniques and vehicle inspection. This video covers how to conduct a tanker inspection as well as standard vehicle inspection. It also covers a seven-step pre-trip inspection, post-trip inspection, and the use of the Driver's Vehicle Inspection Report (DVIR).

Ups & Downs of Material Handling Equipment Safety (21 min.)
DM-24477
Show employees how to use material handling equipment with this specialized training. This training covers the safety issues unique to drivers, loading dock workers, and warehouse employees. It reviews important safety procedures related to the use of material handling equipment and shows employees how to safely operate pallet jacks, high-lift stackers, dock levelers, hand trucks, forklifts, and more.

Vehicle Inspections - Straight Truck Series (13 min.)
DM-51230

Helps drivers understand the basics of a pre-trip, on-the-road, and post-trip inspection on a straight truck, especially the importance of inspecting your vehicle even when it's not required by the regulations. It covers how to conduct a thorough pre-trip, en-route, and post-trip inspection; discusses the importance of using the same inspection routine every time they drive; and explains when a Driver Vehicle Inspection Report is required, and how to complete one.

Vehicle Inspections: Tractor Trailers (42 min.)
DM-48446

Provides a comprehensive, streamlined examination of the 3 types of inspections and explains why performing each can ultimately prevent costly breakdowns and deadly crashes: Pre-Trip (§392.7 and §396.13); On-the-Road (§392.9 and §397.1); and Post-Trip (§396.11). Includes step-by-step inspections demonstrated using the latest advances in camera and video production technology and highlights areas of the tractor trailer with higher potential to cause a serious crash or breakdown.



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HAZMAT

Hazmat: General Awareness Training (19 min.)
DM-50064
Help your employees meet the general awareness training requirement 49 CFR 172.704(a)(1). It Identifies the required training all hazmat employees must receive; explains how to determine if a material is hazardous; covers how to recognize the hazard classes and divisions used to identify hazardous materials; covers what other materials may also be regulated; indicates the importance of the Hazmat Table; and describes how to communicate a material's hazards through the use of shipping papers, markings, labels, and placards.

Hazmat: Safety Training (11 min.)
DM-51961
Help your employees meet the safety training requirement 49 CFR 172.704(a)(3). It discusses the emergency response information requirements and describes the types of safety training their employer may provide to keep them safe while working around hazmat.

Hazmat: Security Awareness Training (15 min.)
DM-50065
Help your employees meet the security awareness training requirement 49 CFR 172.704(a)(4). It explains how to recognize potential hazmat security threats and ways to reduce them; identifies suspicious behaviors and describe how to report suspicious activity; and lists precautions drivers should take to keep hazmat safe while on the road.

Hazmat Transportation: Driver Training (27 min.) *UPDATED*
DM-40552
Helps meet the initial and recurrent training requirements in four required areas under 49 CFR 172.704: General Awareness, Function-Specific, Safety, and Security Awareness. Provides an overview of what drivers must know and do to transport hazardous materials safely. It walks trainees through the Hazardous Materials Regulations (HMR) to help them understand: hazard classification; types of information contained in the hazardous materials table; shipping papers and emergency response information; packaging and marking; labels and placards; loading and segregation; transportation safety; and security awareness.

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HR & LEGAL COMPLIANCE

ADA for Supervisors (35 min.)
DM-24835
This video helps supervisors and managers gain a general awareness of the Americans with Disabilities Act and why it is important to understand how the law works. It outlines what supervisors must do when dealing with ADA issues in order to assist employees who request accommodations and help the company stay in compliance.

Addressing Personal Issues (38 min.)
DM-24551
Shows supervisors how to address sensitive situations with skill and confidence, and accomplish discussion-based resolutions. Covers: dealing with absences due to family issues, and inappropriate dress and personal grooming.

Conducting Layoffs & Terminations (33 min.)
DM-24552
Shows supervisors how to address sensitive situations with skill and confidence. Covers: terminating for tardiness (the importance of progressive discipline); terminating for poor job performance; terminating for violence and gross misconduct; and responding to termination rumors.

FMLA for Supervisors (27 min.)
DM-24834
Helps supervisors and managers gain a general awareness of the Family and Medical Leave Act laws, why it is important for them to know how the law works, and outlines what supervisors must do when dealing with an employee's FMLA issues to help the employee and the company stay in compliance.

Managing Conflict (46 min.)
DM-24553
Shows supervisors how to address sensitive situations with skill and confidence, and accomplish discussion-based resolutions. Covers: helping employees work together to build an action plan for change; maintaining tact and providing examples of problem behavior; when it's necessary to include a witness in a disciplinary meeting; and differences in work styles – establishing common ground to build solutions.

Providing Performance Coaching (36 min.)
DM-24555
Shows supervisors how to address sensitive situations with skill and confidence, and accomplish discussion-based resolutions. Covers: helping an employee take an active part in an improvement plan; keeping the emphasis on performance rather than actions; the importance of listening and providing feedback; and keeping sessions private and confidential.

Sexual Harassment: Training for Supervisors and Employees
DM-27661 SUPERVISOR (27 min.)/EMPLOYEE (25 min.)
DM-36546 CALIFORNIA EDITION
BEST SELLER
The supervisor training covers the definition of sexual harassment, the laws surrounding it, and the supervisor's role in enforcing company policy (both recognizing and responding properly to potential harassment situations). The employee training covers the definition of sexual harassment, the laws surrounding it, and what they should do if they are the victims or witness of sexual harassment. California Edition includes print materials with California-specific information.

Substance Abuse Training for Supervisors and Employees
DM-24795 SUPERVISOR (25min)/ EMPLOYEE (14 min.)

This video can be used to satisfy the supervisor training and employee education components of a comprehensive drug- and alcohol-free workplace program. It covers the importance of consistently enforcing your company's substance abuse policy; the elements of a comprehensive substance abuse policy; recognizing observable behaviors that may mean an employee is impaired by alcohol and/or drugs; common alcohol and drug testing procedures; and the signs, symptoms and effects of substance abuse.

BEST SELLER

Substance Abuse Training for Employees
DM-24796 SPANISH (14 min.)

This video takes a proactive approach to training your employees to avoid the high costs of increased absences, errors, near-miss incidents and accidents caused by impaired employees. It can be used to satisfy the employee education components of a comprehensive drug- and alcohol-free workplace program. The video covers the elements of a comprehensive substance abuse policy and the importance of understanding the company's substance abuse policy; includes scenarios that illustrate how an employee's knowledge of the companys substance abuse policy can help them avoid awkward situations and protect their workplace from the dangers of substance abuse; and identifies the signs, symptoms and effects of substance abuse.

Workplace Bullying and Violence: Training for Supervisors and Employees
DM-30135 SUPERVISOR (24 min.)/EMPLOYEE (22 min.)

This video examines workplace bullying and workplace violence. After viewing this video, learners will be able to: distinguish between professional disagreements and workplace bullying or violence; define bullying in the workplace; describe how bullying and violence impact the workplace; recognize warning signs of workplace bullying and workplace violence; and identify actions that can be taken to prevent bullying and workplace violence.

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WORKPLACE SAFETY

Back Safety: Keep Your Back In Action (33 min.)
DM-38235
This program covers a variety of simple, practical techniques and behaviors for common workplace situations. It can help your employees learn simple, everyday behaviors for proper back alignment and avoiding injuries and downtime caused by unsafe lifting. This program goes beyond workplace conditions to emphasize how an employee's lifestyle outside the job affects back health, so that bad habits at home don't contribute to lost productivity at work.

Bloodborne Pathogens: Safety In The Workplace (23 min.)
DM-44020 (With EyeCue® Visual Learning System)
DM-49291 SPANISH (With EyeCue® Visual Learning System)
Designed to help trainers cover the key aspects of bloodborne pathogens training and ensure that all employees recognize bloodborne pathogen hazards and their own roles and responsibilities in safeguarding themselves at work. The program also includes a 9-minute refresher video that reinforces the information and concepts in the Main Program video and can be used for required annual training.

Confined Spaces: Entry Team Training – Maintenance Activities (27 min.)
DM-45389 (With EyeCue® Visual Learning System)
DM-45385 SPANISH (With EyeCue® Visual Learning System)
Addresses initial and refresher training requirements for the core members of the entry team: authorized entrants, attendants and entry supervisors.. It covers a variety of topics, including potential hazards inherent to permit-required confined spaces; precautions that must be taken before a confined space is entered; signs, symptoms, and effects of exposure to confined space hazards; roles and responsibilities of each member of the confined space entry team; steps of a basic confined space entry sequence; and responsibilities of the emergency rescue team.

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Crystalline Silica For General Industry Employers
DM-52037 ENGLISH
COMING SOON IN SPANISH
This course is designed to educate employers on how to protect their employees from the dangers of crystalline silica dust. Specifically, it covers 29 CFR 1910.1053, OSHA's Respirable Crystalline Silica Rule for General Industry. The course explains how to recognize workplace tasks that could result in exposure to crystalline silica; identifies health hazards caused by exposure to crystalline silica; covers various methods of communicating crystalline silica hazards: labels, safety data sheets, and signs; discusses how to apply exposure control measures to protect their employees from the effects of crystalline silica dust; and explains the purpose of OSHA's required medical surveillance program.

NEW

Crystalline Silica For General Industry Employees
DM-52038 ENGLISH
COMING SOON IN SPANISH
This course is designed to educate employees on how to protect themselves from the dangers of crystalline silica dust. Specifically, it covers 29 CFR 1910.1053, OSHA's Respirable Crystalline Silica Rule for General Industry. The course explains how to recognize workplace tasks that could result in exposure to crystalline silica; identifies health hazards caused by exposure to crystalline silica; covers various methods of communicating crystalline silica hazards: labels, safety data sheets, and signs; discusses how to apply exposure control measures to protect their employees from the effects of crystalline silica dust; and explains the purpose of OSHA's required medical surveillance program.

NEW

Electrical Safety: Training for Unqualified Employees (28 min.)
DM-45390 (With EyeCue® Visual Learning System)
DM-45395 SPANISH (With EyeCue® Visual Learning System)
Addresses how electricity works, illustrates common electrical hazards, gives simple explanation of the risks and dangers of Arc Flash and Arc Blast, provides common sense approaches to making sure employees know how to stay safe around electricity, and explains what to do and most importantly what not to do when confronted with an electrical emergency situation. Please note that Electrical Safety: Training for Unqualified Employees provides foundational training.

Fall Protection for General Industry (16 min.)
DM-50512
DM-50513 SPANISH
This program is designed to help learners understand OSHA's requirements for working with various types of fall protection. Specifically, it covers potential hazards and protective measures employees can take while working on elevated working platforms or runways, or near floor, wall, or window openings to help prevent injuries. It also summarizes employer requirements to protect workers from fall hazards and identifies various forms of fall protection, as well as scenarios when each would be appropriate.

Fire Prevention & Response: What Employees Need to Know (28 min.)
DM-43219 (With EyeCue® Visual Learning System)
DM-49292 SPANISH (With EyeCue® Visual Learning System)
Covers key aspects of workplace fire safety training, including the dangers of fire and why rapid evacuation is critical during a fire; the importance of good housekeeping in fire prevention; requirements for keeping exit routes and areas around fire alarms and fire extinguishers clear; the need for a fire emergency action plan; and evacuation procedures. It also delivers essential information on fire extinguishers and demonstrates the proper use of CO2 and ABC dry chemical extinguishers.

Forklift Training (32 min.)
DM-52460 (With EyeCue® Visual Learning System) ENGLISH/SPANISH
This program identifies the various kinds of forklifts and their basic controls; discusses the center of gravity and stability triangle concepts; explains when forklift inspections are required; explains what to look for when performing a pre-use inspection; discusses how to park, charge, refuel, and perform maintenance or modifications on a forklift; describes how to safely operate a forklift (including parking, picking up, traveling with, and placing a load); covers how to recognize hazardous locations in order to select the correct type of forklift; discusses how to charge and refuel a forklift; discusses how to handle modifications to a forklift; and explains how to recognize when maintenance is required.

NEW

Forklift Training: Equipment Basics
DM-55774 ENGLISH/SPANISH
This program is designed to help employees identify various kinds of forklifts in order to choose the right forklift for the job. Covers basic controls and discusses center of gravity as well as the stability triangle.

NEW

Forklift Training: Equipment Inspections
DM-55775 ENGLISH/SPANISH
This program is designed to help employees inspect a forklift in preparation for their shift. It covers how to recognize when forklift inspections are required and explains what to look for when performing a pre-use inspection.

NEW

Forklift Training: Maintaining Your Forklift
DM-55777 ENGLISH/SPANISH
NEW

This program is designed to help employees understand how to maintain a forklift in a safe way. It discusses how to charge and refuel a forklift; covers how to handle modifications to a forklift; and explains how to recognize when maintenance is required.

Forklift Training: Non-Operators Safety
DM-55778 ENGLISH/SPANISH
NEW

This program discusses the challenges forklift operators face and explains best practices for working and walking by forklifts.

Forklift Training: Operating Procedures
DM-55776 ENGLISH/SPANISH
NEW

This program describes how to safely operate a forklift (including parking and picking up, traveling with, and placing a load) and how to recognize hazardous locations in order to select the correct type of forklift.

Forklift Training: Refresher
DM-55944 ENGLISH/SPANISH
NEW

This refresher program was designed to reinforce the key concepts that help forklift operators stay safe while at work. It covers how to assess a forklift's limitations and work within those parameters; explains how to evaluate a forklift's readiness through proper pre-use inspections;discusses how to operate a forklift safely in order to avoid potential hazards; and identifies way to maintain a forklift by recharging and/or refueling when necessary as well as reporting any defects.

Forklift Training: Specialized Units & Attachments
DM-55779 ENGLISH/SPANISH
NEW

This course is designed to help you operate specialized units – and forklift with attachments – in a safe way. It explains different operating techniques with specialized units and discusses how attachments alter the safe operation of a forklift.

Forklift Workshop (38 min.)
DM-41835 (With EyeCue® Visual Learning System)
DM-43224 SPANISH (With EyeCue® Visual Learning System)
BEST SELLER

This program combines classroom learning and experience in the actual workplace. It covers general safety rules, pre-operation and operational inspections, controlling the forklift, load handling, turning radius, center of gravity, the stability triangle, safety procedures for refueling, charging and changing batteries, and forklift maintenance. Also covers: parking a forklift; working in a truck, trailer or railcar; awareness of carbon monoxide and other hazardous emissions; dealing with ramps, inclines and grades; dealing with narrow aisles and railroad tracks; cornering techniques and safety considerations for specialized units and attachments.

Forklifts: Ultimate Hazard Perception Challenge (51 min.)
DM-28143

This program helps satisfy the training requirements of OSHA's Powered Industrial Truck Standard (1910.178). Scenarios include keeping the forklift and load stable; dealing with pedestrians; traveling on ramps; backing in tight areas; handling corners and intersections; working in trailers; operating with an obstructed view; keeping all body parts in the protective frame; traveling with or without a load; placing loads; mounting freight elevators; crossing railroad tracks; overhead hazards; and using attachments.

Hand and Foot Protection: PPE Employee Essentials (13 min.)
DM-43972
DM-43974 SPANISH

Helps employees understand the need for hand and foot PPE and how to properly don, doff, adjust, wear and care for their PPE. Covers how to recognize the hazards each piece of PPE is designed to protect them against, so they have the knowledge they need to always wear the right PPE the right way.

HazCom: What You Need to Know (incl. GHS provisions) (23 min.)
DM-26129
DM-26130 SPANISH
BEST SELLER

This program helps you comply with the initial and refresher training requirements of the Hazard Communication Standard (29 CFR 1910.1200) and the GHS provisions. In addition to addressing the regulatory information, it also includes practical information that employees can use every day. The program addresses the revised standard and how the changes will help protect employees when they work with chemical hazards. The program will assist you with all required HazCom training, including: chemical inventory and what it can tell you; how to read the GHS-style Safety Data Sheets (and the new GHS specified, 16-section format); what GHS-style labels container labels are telling you; and the written Hazard Communication plan.

HAZWOPER: Emergency Response Training for Employees (23 min.)
DM-24525

BEST SELLER

Affordable training program helps you provide on-site emergency response teams with training on the emergency response requirements of OSHA's HAZWOPER regulation. This video helps explain what is expected of team members prior to, during and after a hazardous chemical incident, according to the five levels of involvement specified by OSHA.

Head, Eye, and Face Protection: PPE Employee Essentials (15 min.)
DM-43992
DM-43993 SPANISH

Helps employees understand the need for head, eye and face PPE and how to properly don, doff, adjust, wear and care for their PPE. Covers how to recognize the hazards each piece of PPE is designed to protect them against, so they have the knowledge they need to always wear the right PPE the right way.

Hearing and Respiratory Protection: PPE Employee Essentials (18 min.)
DM-43977
DM-43991 SPANISH

Helps employees understand the need for hearing and respiratory PPE and how to properly don, doff, adjust, wear and care for their PPE. Covers how to recognize the hazards each piece of PPE is designed to protect them against, so they have the knowledge they need to always wear the right PPE the right way.

Hot Work: Safety Operations Training (20 min.)
DM-48577

Provides an introduction to the basics of hot work and explains how to recognize hot work hazards and how to avoid them. Also describes protective measures employees can take to protect themselves and explains what to do and what not to do in the event of a hot work emergency and/or injuries.

Ladder Safety in General Industry (18 min.)
DM-50511
DM-50490 SPANISH

This program is designed to help learners understand OSHA's requirements for working with ladders. Specifically, it identifies different types of ladders and their main components; explains how to recognize potential hazards related to ladders; and describes protective measures they can take while working with ladders to help keep them safe.

Lockout/Tagout: Put a Lock on Hazardous Energy (30 min.)
DM-41832 (With EyeCue® Visual Learning System) ENGLISH/SPANISH

Provides clear definitions on the roles and responsibilities of the three types of employees affected by the lockout/tagout process (authorized, affected, and other). It also covers the common types of hazardous energy; energy isolating devices; OSHA's definition of "lockout" and "tagout" and when each can be used; OSHA's requirements for locks and tags used for lockout/tagout; required steps in a typical lockout/tagout procedure; and common exceptions and special situations to lockout/tagout.

Motorized Pallet Jacks: Safe Operation (21 min.)
DM-38922

Explains OSHA's training requirements and the similarities and differences between the two most common types of motorized pallet jacks: "walkies" and "walkie-riders." Provides an overview of basic functions and controls common to most pallet jacks, demonstrates safe operating procedures, includes tips for performing a pre-use inspection, explains how to safely pickup and travel with a load, and covers requirements for parking a pallet jack and shutdown procedures for the end of the day. Also covers common pallet jacks accidents, navigating on ramps and inclines, and maneuvering in tight spaces.

Personal Protective Equipment: Employee Essentials (30 min.)
DM-44172 (With EyeCue® Visual Learning System)
DM-49293 SPANISH (With EyeCue® Visual Learning System)

Helps employees understand the need for PPE and how to properly don, doff, adjust, wear and care for their PPE. It also covers how to recognize the hazards each piece of PPE is designed to protect them against, so they have the knowledge they need to always wear the right PPE the right way. Covers six required areas of PPE: head protection, eye and face protection, hearing protection, respiratory protection, hand protection, and foot protection.

Respiratory Protection: Breathing Safely (28 min.)
DM-42736 (With EyeCue® Visual Learning System)
DM-49286 SPANISH (With EyeCue® Visual Learning System)

BEST SELLER

This program addresses the key elements OSHA requires for respiratory protection training (CFR 1910.134), including: the importance of proper respiratory protection; respirator selection; the medical evaluation; the fit test; how to inspect the respirator; how to conduct a proper seal check; cleaning and storage methods; and respirator limitations.

Slips, Trips & Falls: Hazard Perception Challenge (36 min)
DM-43218 (With EyeCue® Visual Learning System)

This program will involve your employees, sharpen their awareness skills, and give them practical solutions for avoiding or eliminating hazards, reducing injuries, staying healthy, and contributing to your bottom line. And because its unique "watch and react" format requires participation, employees will stay focused and engaged in training. It features video scenarios that address a variety of real-life hazards employees face, as they relate to: general housekeeping, ladders, stairs, elevated surfaces, scissor lifts, and floor openings. **This title incorporates necessary changes based on OSHA's "Walking-Working Surfaces" rule published November 18, 2016.**

Walking-Working Surfaces: What You Need to Know for Employees (13 min.)
DM-50515
DM-50514 SPANISH

This program is designed to help employees understand how they and their job responsibilities may be impacted under the new standard. It covers the impact of the Walking-Working Surfaces standard and defines employees' responsibilities in terms of hazard assessments, inspections, fall protection,
and training.

Walking-Working Surfaces: What You Need to Know for Supervisors (16 min.)
DM-50632
DM-50631 SPANISH

This program is designed to help managers and safety personnel understand the Walking-Working Surfaces rule and their responsibilities under the new standard. It explains how to recognize when a hazard assessment is required, identifies when an inspection is required, describes various fall protection options, covers how to determine when/if training or re-training is required, and explains how to identify a qualified person(s) to develop and conduct the training.

Workplace Safety Basics (52 min.)
DM-49775
DM-49776 SPANISH

This program is designed to provide a high-level overview of multiple workplace safety topics and safety tips. It demonstrate safe work practices and procedures ; identifies specific workspace arrangements that help maintain safety in the workplace; explains how to recognize the hazards associated with using tools and equipment and identifies ways to operate them safely; and describes the appropriate actions to take based on their level of authorization in the event an emergency occurs.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14837 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/20/2018
Issue: Local Government Contribution for SAIL Financing through Florida Housing Finance Corporation
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Government Contribution Application for SAIL Financing through Florida Housing Finance Corporation - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Local Government Contribution Application for SAIL Financing through Florida Housing Finance Corporation:

A. Support the provision of a local government contribution, in the amount of $37,500, for multi-family developments applying for State Apartment Incentive Loan (SAIL) Financing through Florida Housing Finance Corporation (FHFC) under RFA 2018-114 and RFA 2018-116;

B. Approve the local Application Form and timelines; and

C. Support the provision of an additional $100,000 for developments providing a homeless set aside unit.

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

BACKGROUND:

Florida Housing Finance Corporation (FHFC) will be opening two separate competitive Request For Applications (RFA) for multifamily developments interested in State Apartment Incentive Loan (SAIL) funding. RFA 2018-114 SAIL Financing for the Construction of Workforce Housing is expected to be issued on October 2 and RFA 2018-116 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits is expected to be issued on October 19. RFA 2018-114 will be for family units only and RFA 2018-116 will be both family and elderly units. Neither draft RFA is currently available, but the workshop held for RFA 2018-114 indicated that a local government contribution

of $37,500 will be required; it is anticipated that RFA 2018-116 will require the same.

The Board approved a process for review of applications applying for FHFC funding that would require the local Government Contribution form, which was approved on May 4, 2017. The application attached to this recommendation is being updated to include current FHFC RFA information and deadlines. The application has also been updated to include the 2018 Racially and Ethnically Concentrated Areas of Poverty (RECAP) area, which is census tract 16 in District 3. As part of the process approved by the Board last year, no developments will be approved in these RECAP areas. It should be noted that FHFC prohibits applications for developments within one mile of newly approved FHFC developments, which will prohibit development of units near Delphin Downs at 1717 W. Cervantes Street and Brownsville Manor on West DeSoto Street.

Staff is proposing the provision of an additional $100,000 in addition to the minimum local government contribution to encourage the set aside of one unit in a development for a homeless or formerly homeless individual or household as an optional election by the developer. If fundind is awarded by FHFC, the developer proposing the homeless set aside would be required to receive referrals from Opening Doors Northwest Florida as the local Continuum of Care (COC) for the unit and execute an agreement or memorandum of understanding with Opening Doors in addition to the agreement that will be executed with the County. The unit must be reserved for an extremely low income household and the rent limit cannot exceed the 30% rent limits based on bedroom size. Provision of a homeless set aside enables the County to help meet SHIP extremely low income set asides, as well as help provide the COC support in its competitive HUD COC funding application by showing that the area is seeking to provide units for homeless households transitioning out of supportive housing.

Documents related to RFA 2018-114 SAIL Financing for the Construction of Workforce Housing is available online here . Documents related to RFA 2018-116 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits is available online here .

BUDGETARY IMPACT:

The statewide housing tax credit application process through Florida Housing Finance Corporation (FHFC) is extremely competitive, so there is no guarantee of any project being funded in Escambia County as developments are competing for funds across the state. Given the funding that FHFC shows available for each RFA, probably only two workforce developments will be funded statewide under RFA 2018-114 (Workforce) and probably eight to ten developments will be funded statewide under RFA 2018-116 (Bonds and Housing Credits).

Fund 120/SHIP and/or Fund 124/Escambia Affordable Housing funds will only be provided in the event that a development is awarded financing through FHFC. Applications will be brought to the Board in November for review and approval for the local government contribution.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Review of the application process, including proposed changes, must be approved by the Board. Potential funding commitments must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will post the application online and will review applications with the support of other County departments including Development Services.

Attachments

2018 DRAFT SAIL application form

ESCAMBIA COUNTY, FLORIDA
LOCAL GOVERNMENT CONTRIBUTION APPLICATION
FOR FHFC HOUSING TAX CREDITS
[RFA 2018-114 and RFA 2018-116]

GENERAL INFORMATION:

This application is solely for the use of applicants seeking the required minimum Local Government Contribution for proposed developments for application to Florida Housing Finance Corporation (FHFC) RFA 2018-114 SAIL Financing for the Construction of Workforce Housing and 2018-116 SAIL financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits.

This application and supporting documents may be found online at: https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/rental-programs

Questions may be submitted to HTCapp@myescambia.com

FUNDING:

Funding to be provided by State Housing Initiatives Partnership (SHIP) and/or Affordable Housing program funds for proposals that meet the County's criteria. Successful applicants must comply with all rules and regulations of the County's housing programs. Funding is subject to availability. In each instance, the minimum contribution required by FHFC will be provided. Funding will be in the form of a deferred loan, with the provided amount depreciating over the term of the loan, provided the property is not in default of program agreement and mortgage terms. Escambia County reserves the right to amend and/or rescind this funding opportunity at any time prior to the final award and approval of any contract by the Board of County Commissioners.

HOMELESS SET ASIDE FUNDING:

An additional $100,000 will be provided over and above the minimum contribution required by FHFC for developments that commit to setting aside ONE (1) unit as a homeless set aside. The developer would commit to working with Opening Doors Northwest Florida (the local homeless Continuum of Care) to receive referrals from homeless/formerly homeless households transitioning out of COC or locally funded permanent supportive housing. An approved Memorandum of Understanding or Agreement with Opening Doors is not required for this application, but must be provided in advance of the County providing funds. The unit must be reserved for an extremely low income (ELI) household or individual according to current income limits, and rent limits on this unit must not exceed the current 30% limits for the SHIP Program based on bedroom size as provided by FHFC.

DRAFT

The current 30% income and rent limits for Escambia County are as follows:

Household Size	Income Limit
1	$13,700
2	$16,460
3	$20,780
4	$25,100

Bedroom Size	Monthly Rent Limit
0	$342
1	$377
2	$519
3	$681

TERMS AND CONDITIONS:

1. If awarded funding by FHFC, applicants acknowledge the following:
   a. All units supported by County funds must remain affordable for a minimum of 15 years.
   b. If funding is approved by FHFC, an Agreement will be entered with the Board of County Commissioners prior to official award of Escambia County funding.
   c. A mortgage and note will be filed against the property. Escambia County acknowledges that this mortgage will be subordinate to other development funding.
   d. Funding will be in the form of a deferred loan, with the loan amount depreciating over the term of the loan provided that the project is not in default.
   e. The County will require annual monitoring of the project for compliance with occupancy, rent and income limits, and property conditions.
2. Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public records law.
3. Funding commitments are good through June 30, 2019 for RFA 2018-114 and September 30, 2019 for RFA 2018-116.
4. Incomplete applications will not be considered.
5. The County reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from the applicants, reject any or all responses in whole or in part, with or without cause, and accept any response, which in the County's judgment will be in the County's best interest.
6. Scoring criteria is provided at the end of this document.
7. Any clarification, correction, or change to this application will me made via a written addendum to be made available online at the site above. Any oral or other type of communication regarding this application is not binding.

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IMPORTANT DATES:

Please review the following dates and deadlines for each applicable FHFC Request For Applications (RFA). Applications received after the deadline will not be considered.

	RFA 2018-114: Financing for the Construction of Workforce Housing (SAIL funding)	RFA 2018-116: Financing of Affordable MF Housing Developments with Bonds and Non-Competitive HC's
Application Deadline:	5 p.m., October 12, 2018	5 p.m., October 31, 2018
Board of County Commissioners Meeting:	5:30 p.m. November 1, 2018	5:30 p.m. November 20, 2018

THRESHOLD REQUIREMENTS:

Applications that do not meet the following basic project thresholds will not be considered by the Escambia County Board of County Commissioners.

1. Escambia County Local Contribution Application form completed in its entirety (attached)
2. Preliminary Site Plan and Elevation
3. Executed FHFC Ability to Proceed Forms (6) as follows:
   a. Verification of Availability of Infrastructure-Roads
   b. Verification of Availability of Infrastructure-Water
   c. Verification of Availability of Infrastructure-Sewer Capacity, Package Treatment or Septic Tank
   d. Verification of Availability of Infrastructure-Electricity
   e. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations
   f. Local Government Verification of Status of Site Plan Approval for Multi-Family Developments OR Verification of Status of Plat Approval for Residential Rental Developments
4. Submission of Pre-Application Development Review from Escambia County Development Services for unincorporated County Projects or Predevelopment Review for City Projects with written comments.
   a. UNINCORPORATED ESCAMBIA COUNTY PROJECTS: Pre-application meetings are held Wednesdays. Contact 850-595-3472 or developmentreview@myescambia.com to set up an preapplication meeting. Please review the submittal deadlines and complete the "Commercial Site Pre-Application Submittal Checklist" form from https://myescambia.com/our-services/development-services/development-review/development-review-forms . Submission will include a Transmittal Letter, Project Information Form, Project Narrative, and Preliminary Site plans to scale. Please note that the County pre-application review comments are only valid for 12 months. The pre-application must be current at the time of the application deadline.
   b. CITY OF PENSACOLA PROJECTS: Development reviews are held Wednesdays at 9 a.m. Contact the City Planning office (http://www.ci.pensacola.fl.us/289/One-Stop-Development) at 850-435-5655 or DevelomentReview@cityofpensacola.com for more information. *You must also contact Marcie Whitaker, City Housing Administrator, at 850-858-0323 or at* mwhitaker@cityofpensacola.com *to inform of your attendance at the City Preapplication Review.*

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5. Evidence of Site Control as documented by a deed or certificate of title, eligible contract, or long term lease per the definitions outlined in the applicable FHFC RFA.
6. Project Proforma and proposed sources and uses statement
7. Development Team Information: Developer to provide proof of 5 year's experience in workforce or affordable housing, including information on the development team structure
8. Property Management Team Information: Developer to provide information on experience of proposed property management team
9. Evidence of Community Outreach. Developer must provide evidence of direct notification to property owners within 2500 feet of the proposed development. Copies of flyers, emails, mailouts, advertising, agendas, minutes, sign-in sheets or other evidence indicating review of the proposed project through community meeting(s) with area residents.
10. Verification that Project is not located in a FEMA Mapped Special Flood Hazard Area. Staff will verify based on project location.
11. Verification that Project is not located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area. No projects in Census Tract 16. Staff will verify based on project location.
12. Applicant or its principals may not be debarred from federal projects or from FHFC projects. Developer may not be on FHFC's non-compliance listing for ANY REASON.

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NOTE: DRAFT RFA PROVIDED. BCC WILL APPROVE FINAL APPLICATION ON SEPTEMBER 20, 2018 BCC MEETING

SUBMISSION INSTRUCTIONS:

Submit one (1) original and four (4) copies of the entire application by mail or hand delivery no later than the due date and time listed in the application to:

Escambia County Neighborhood Enterprise Division
FHFC Housing Tax Credit Applications
Meredith Reeves, Division Manager
221 Palafox Place, Suite 200
Pensacola, FL 32502

GENERAL INSTRUCTIONS:

* NO ELECTRONIC COPIES WILL BE ACCEPTED
* Originals and copies must be submitted in the order given below, with labeled tab dividers corresponding to the Attachments and Appendices. Originals and copies must be three hole punched on the left side. Copies may be double sided.
*Please provide one Disk or Thumb Drive with all of the below information.

SUBMISSION FORMAT:

APPLICATION (pages 5-10)

ATTACHMENTS (threshold requirement):
Attachment 1: Preliminary Site Plan and Elevation
Attachment 2: FHFC Ability to Proceed Forms
Attachment 3: Pre-Application Development Review with written comments
Attachment 4. Evidence of Site Control
Attachment 5: Proforma and Sources & Uses Statement
Attachment 6: Development Team Information
Attachment 7: Property Management Team Information
Attachment 8: Evidence of Community Outreach

APPENDICES:
Appendix A: Listing of affordable/workforce properties developed or owned in Escambia or Santa Rosa Counties
Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties
Appendix C: Design Compatibility Narrative
Appendix D: Local Contractor Verification(s)
Appendix E: Local Partnership Verification(s)
Appendix F: Community Support Verification
Appendix G: Local Community Benefits Narrative
Appendix H: Ability to Proceed Narrative
Appendix I: Additional information requested from DEVELOPER EXPERIENCE SECTION (if applicable)

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APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	☐ YES ☐ NO	
2. Did the Developer provide the six FHFC ability to proceed forms?	☐ YES ☐ NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	☐ YES ☐ NO	
4. Did the developer provide evidence of site control?	☐ YES ☐ NO	
5. Did the developer provide a development proforma and sources and uses statement?	☐ YES ☐ NO	
6. Did the developer provide information on the development team?	☐ YES ☐ NO	
7. Did the developer provide information on the property management team?	☐ YES ☐ NO	
8. Did the developer provide evidence of community outreach?	☐ YES ☐ NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	☐ YES ☐ NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16)	☐ YES ☐ NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's non-compliance listing for any reason	☐ YES ☐ NO	

2. CONTACT INFORMATION:

Applicant Name: _____

_____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Primary Contact/Title: _____

Secondary Contact/Title: _____

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3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # _____

Development Name: _____

Development Address: _____

Parcel Reference Number: _____

Jurisdiction Location: ☐ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☐ Elderly ☐ Family ☐ Special Needs ☐ Homeless

Type of Construction: ☐ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design: ☐ Garden Apts ☐ High Rise ☐ Mid Rise, 4 Stories ☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories ☐ Duplexes ☐ Other: _____

Total Number of Units: **Number of Set Aside Units:**

Is project located in a 2016 RECAP area (census tract 16)? ☐ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☐ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☐ NO ☐ YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by FHFC listing of Geographic Areas of Opportunities, effective 6/28/18)**?** ☐ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: _____

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PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

d. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

e. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: _____

b. Address of Management Company: _____

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

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6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)

☐ After School Program for Children
☐ Daily Activities
☐ Family Support Coordinator
☐ Homeownership Opportunity Program
☐ Resident Assurance Check-In Program (Elderly)
☐ Computer Training
☐ Employment Assistance Program
☐ Financial Management Program
☐ Literacy Training
☐ Other:_____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

_____

_____

_____

_____

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

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Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: _____

b. Cost per Unit: _____

c. Is project based rental assistance anticipated for this Development? ☐ NO ☐ YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

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a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

14. HOMELESS SET ASIDE

Additional funding in excess of the minimum local government contribution will be provided if developer provides ONE (1) unit as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care.

Indicate if this development is applying for this additional homeless set aside funding as outlined in the application. ☐ NO ☐ YES

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

Signature: _____ Date: _____

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SCORING CRITERIA

FHFC RFA # _____

Development Name: _____

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	
*Does the developer offer resident programs in excess of the required minimums from FHFC?		
Comments:		

Local Contractors	5	
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments:		
Financial Capacity	**10**	
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	**10**	
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for homeless or special needs households?		
Comments:		

Ability to Proceed	5	
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14846 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/20/2018
Issue: Northwest Florida Health Council (District 1) Also Known as Northwest Florida Big Bend Health Council
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Northwest Florida Health Council (District 1) Also Known as Northwest Florida Big Bend Health Council - Jack R. Brown, County Administrator

That the Board take the following action concerning reappointments/appointments to the Northwest Florida Health Council (District 1) also known as Northwest Florida Big Bend Health Council (Council):

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Krystle E. Galace, to another two-year term, effective October 1, 2018, through September 30, 2020, to serve as "Purchaser":

B. Reappoint or appoint three of the following individuals to serve a two-year term, effective October 1, 2018, through September 30, 2020, to serve as "Provider":

1. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Dr. John J. Lanza (Provider);

2. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Dr. George Smith (Provider);

3. Reappoint Michael D. King (Provider); or

4. Appoint Tammy R. Norstum (Provider); and

C. Reappoint or appoint two of the following individuals to serve a two-year term, effective October 1, 2018, through September 30, 2020, to serve as "Elderly Consumer":

1. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Vivian Krumel Storey (Elderly Consumer);

2. Reappoint Jeanette Moore (Elderly Consumer); or

3. Appoint Deborah A. Trocki (Elderly Consumer).

Deborah A. Trocki and Tammy R. Norstum responded to the General Alert that was posted on the County's website from July 20, 2018, through August 3, 2018, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for appointments to the Northwest Florida Health Council, also known as the Northwest Florida Big Bend Health Council.

BACKGROUND:

The current members of the Northwest Florida Health Council (District 1) also known as Northwest Florida Big Bend Health Council Dr. John Lanza, Vivian C. Krumel Storey, Krystle E. Galace, Dr. George Smith, Michael D. King, and Jeanette Moore have all indicated that they wish to be considered for reappointment.

Deborah A. Trocki and Tammy R. Norstum responded to the General Alert that was posted on the County's website from July 20, 2018, through August 3, 2018, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for appointments to the Northwest Florida Health Council, also known as the Northwest Florida Big Bend Health Council.

Copies of the applicants' Resumes are provided for review.

Mr. R. Michael Hill, President and CEO, of Pancare of Florida, Inc., the designated staff person/facilitator of the Northwest Florida Health Council (District 1), who reviews the applicants' Resumes to determine eligiblity to serve, has indicated that Deborah A. Trocki is eligible to be considered to serve in the Elderly Consumer Classification, and Tammy Norstum is eligible to be considered to serve in the Provider Classification.

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

Krystle E. Galace
Dr. John J. Lanza
Dr. George Andrew Wellington Smith
Michael D. King
Tammy R. Norstum
Vivian Krumel Storey
Jeanette Moore
Deborah A. Trocki
General Alert - Northwest Florida Health Council

KRYSTLE E. GALACE, MA

6441 Memphis Avenue
Pensacola, FL 32526

Cell: (850) 377-6964
Email: Krystle.Galace@gmail.com

SUMMARY

Detail-oriented and results-driven with a passion to improve the community and commitment to the mission of Baptist Health Care. Proactive team member and tactical planner with broad background encompass a strong work ethic and dedication to customer-centered culture of excellence and advancement of organizational objectives. Big picture vision coupled with attention to detail provides for creative solutions to organizational issues. Recognized high performer with demonstrated analytical and technical aptitude and the ability to balance multiple projects and demanding deadlines in a fast-paced environment.

PROFESSIONAL EXPERIENCE

Baptist Health Care – Corporate Administration: Strategic Planning And Business Development

Senior Planning Analyst **02/2013 – Current**
Planning Analyst **02/2010 – 02/2013**
Planning & Grants Specialist **02/2008 – 02/2010**

- Provides direct support to the *Corporate Director of Strategic Planning* in the development of 50+ market assessments used in strategic and operational planning. Ongoing development and improvement of internal reporting capabilities.
- Supports the strategic performance management goal setting and reporting process. System administrator to organizational strategic plan program.
- Manages regulatory activities including the Agency for Health Care Administration's bi-annual Facility and Clinical Laboratory Licensure renewals and *Certificate of Need* annual reporting.
- Provides support Baptist Hospital's participation in HRSA's 340b Drug Pricing Program. Maintains up-to-date knowledge of federal regulations to ensure program integrity and protection of $7M in annual savings.
- Assists with initiatives related to community health with active membership of the Partnership for a Healthy Community's Operations Council. Oversees the Community Health Needs Assessment process including data collection, analysis, selection of health priorities, and public roll out. Planned and promoted Partnership events including Community Health Summits 2013 and 2014 and multiple community forums resulting in 500+ attendees. Developed and launched the *Live Well Northwest Florida* initiative and the *Roadmap to Wellness* document for improving community health in Escambia and Santa Rosa County.
- Served as a clearinghouse for organizational grants. Grant submissions resulting in over $400K in funding to the organization.

Baptist Leadership Group – Performance Improvement and Research

Analyst **08/2007 – 02/2008**

- Developed and implemented monitoring tools to evaluate monthly client performance.
- Managed in-house online and paper-based survey process, including the development, launch, evaluation, and analysis and reporting of results.

Baptist Health Care – Patient Access

Senior Registration Coordinator/Trainer **04/2006 – 08/2007**
Registration Representative **12/2002 – 04/2006**

- Designed and implemented a training program for new team members. Provided direct training to 50+ Patient Access Team Members across the system.
- Developed and oversaw the "Cycle" patient registration process to provide seamless month-to-month account management for returning Radiation Therapy and Infusion patients.
- Redesigned quality improvement process to uncover and address erroneous practices.

Pensacola Junior College – Grants Office

Intern 05/2006 – 08/2006

- Conducted evaluation of the *Council of Resource Development Regional Conference* including data collection, analysis, and written summary.
- Coordinated the collection of required grant materials from internal sources and external partners for final submission. Participated in the grants submission process resulting in $815,272 of funding.

University of West Florida

Health Communications Course Project – "Safety Splash" Event Coordinator 2004

- In partnership with the American Red Cross Northwest Florida Chapter, developed, promoted, and hosted "Safety Splash" event on the University of West Florida Campus to promote general water safety and services and education provided the American Red Cross.
- Over 100+ students, faculty, community members, and media attended.
- Success of event resulted in the receiving *Distinguished Volunteer Leadership* Award from the American Red Cross.

BAPTIST HEALTH CARE INVOLVEMENT

Baptist Hospital Physician Engagement Team (Culture Team)	2013 – Current
Baptist Hospital Team Member Engagement Team (Culture Team)	2013 – Current
Baptist Hospital Incident Command Structure – Documentation Unit Leader/Planning Chief	2012 – Current
C.A. Weis Elementary School – Department Oversight of Class Sponsorship	2008 – Current
Baptist Health Care Life Long Learning Advisory Committee	2013
Baptist Health Care Cultural Advisory Group – Member	2011 – 2012
Baptist Hospital Measurement Team (Culture Team) – Member and Team Leader	2008 – 2011
Baptist Health Care Cultural Alignment Committee	2009 – 2011

RECOGNITION

Baptist Hospital	*Employee of the Month*	2014
Baptist Health Care Foundation	*Honor Roll*	2010
American Red Cross	*Distinguished Volunteer Leadership* Award	2004

COMMUNITY INVOLVEMENT

Northwest Florida Health Council	*Board Member*	2011 – Current
Partnership for a Healthy Community	*Operations Council Member*	2008 – Current
Pensacola Catholic Young Adult Ministry	*Director*	2008 – Current
Catholic Young Adult Ministry (Pensacola-Tallahassee Diocese)	*Team Lead*	2008 – Current
Alfred Washburn Homeless Center	*Lead Volunteer*	2006, 2010 – Current
Junior Achievement	*Volunteer*	2009 – 2013
United Way Escambia County	*Loaned Executive / Funds Distribution Committee*	2010

EDUCATION

Masters of Arts, University of West Florida, Pensacola, FL 2008
Concentration: Health Care Leadership
Certification: Ethics in Health Care

Bachelor of Arts, University of West Florida, Pensacola, FL 2006
Major: Communication Arts specializing in Public Relations
Minor: Legal Studies

Resume of

John J. Lanza, MD, PhD, MPH, FAAP

Home Address:
3980 Bentwood Lane
Cantonment, FL 32533-9785
(850) 494-7085
e-mail: lanza1@bellsouth.net

Office Address:
Escambia County Health Department
1295 West Fairfield Drive
Pensacola, Florida 32501
(850) 595-6667 FAX: (850) 595-6745
Pager: (850) 839-8436 Cell Phone: (850) 528-5201
e-mail: john_lanza@doh.state.fl.us

Personal Data:

Date of Birth: August 18, 1953
Place of Birth: San Antonio, Texas, USA
Marital Status: Married, two children

Education:

05/96 – 05/02 University of South Florida
College of Public Health
Distance Learning Program
Tampa, Florida;
M.P.H. in Public Health Practice Program
Special Project Title: *"An Evaluation of Specific Health Indicators Comparing Career and Volunteer Firefighters in Escambia County, Florida"*

07/85 - 06/88 Sacred Heart Children's Hospital
Pensacola, Florida
Intern/Resident in Pediatrics

01/83 - 06/85 Universidad Tecnologica de Santiago
(UTESA) School of Medicine
Santo Domingo, Dominican Republic
Doctor of Medicine Degree

08/82 - 12/82 CIFAS University School of Medicine
Santo Domingo, Dominican Republic

University of Florida
Gainesville, Florida
06/76 - 03/79 Ph.D., Medical Radiation Physics (Nuclear & Radiological Engineering)
Dissertation Title: *"An Automated Dosimetry System for Computed Tomography Scanners Using Silicon P-I-n Diodes"*
06/75 – 06/76 M.S., Health Physics (Nuclear & Radiological Engineering)
Special Project Title: *"The Health Physics Aspects of the Fusion-Fission Hybrid Reactor"*
09/73 – 06/75 B.S., Electrical Engineering (Bio-medical)

06/71 - 06/73 Brevard Community College
Cocoa, Florida, A.A., Pre-engineering

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

Faculty Appointments:

	Florida State University – Tallahassee, Florida
12/03 - Present	College of Medicine Department of Clinical Sciences *Faculty of Obstetrics and Gynecology* *Clinical Assistant*
12/00 - Present	University of West Florida – Pensacola, Florida
	College of Professional Studies Division of Health, Leisure & Exercise Sciences *Adjunct Instructor*
12/00 – Present	College of Arts & Sciences Center for Environmental Diagnostics and Bioremediation *Faculty Associate*
12/00 – Present	College of Arts & Sciences Department of Biology *Faculty Associate*
08/87 - Present	University of Florida - Gainesville, Florida Department of Operative Dentistry Division of Public Health Services and Research *Courtesy Clinical Associate Professor*
03/79 – 06/79	Department of Nuclear Engineering Sciences *Adjunct Assistant Research Professor*

Employment Data

05/96 - Present	State of Florida, Department of Health Escambia County Health Department Pensacola, Florida County Health Department Director
02/96 - 05/96	Acting Public Health Director
09/95 - 02/96	Deputy Health Director
04/94 – 10/99	Clinical Services Director
08/93 - 05/96	Senior Physician
04/93 - 07/93	Lakeland Regional Medical Center Lakeland, Florida Pediatric Emergency Physician
08/88 - 02/93	Pediatrician's Care Unit Longwood, Florida Private Pediatric Practice
07/85 - 06/86	Sacred Heart Children's Hospital Pensacola, Florida Pediatric Resident
02/81 - 08/82	Naval Sea Systems Command Nuclear Engineer NAVSEA-8444- Naval Nuclear Weapons Radiological Controls Program Washington, D.C.

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

06/79 - 02/81	Naval Surface Weapons Center – Research Physicist NSWC-R41 – Director, Naval Nuclear Weapons Low-Level Radiation Exposure Study Silver Springs, MD
06/72 - 01/75	Wuesthoff Memorial Hospital Rockledge, Florida (full and part-time) Nursing Assistant, Psychiatric Technician, Lab Technician
06/71 - 09/72	Cocoa/Rockledge Country Club Rockledge, Florida Assistant Chef

Professional Memberships:

American Medical Association
Diplomate, American Board of Pediatrics
Escambia County Medical Society - President; Chair-We Care/Indigent Care Committee; Member – Disaster Preparedness Committee; Member – Nominating Committee
Fellow, American Academy of Pediatrics
Florida Association of County Health Officers
Florida Medical Association, Delegate to House of Delegates
Chair – Council on Public Health; Member-Section on Minority Health Care; Member-Section on Environment & Health
Florida Public Health Association, Co-Chair-Section on Public Health Physicians
Florida Preventive Medicine Association
Health Physics Society
National Association of County & City Health Officials

Medical Licenses:

Florida (1987); Pennsylvania (1987)

Board Certification:

Pediatrics (1989; re-certified 2003)

Other:

Chief Judges Children's Council (1st Circuit), Board of Directors
Dr. Ruby J. Gainer School for Reaching Your Dreams – Board of Directors
Escambia County Healthy Start Coalition – Chairperson
Escambia County School Readiness Coalition - Board Member
Medical Advisory Committee for Hospice of Northwest Florida - Member
Northwest Florida Health Council - Board of Directors
Advisory Council, University of South Florida College of Public Health - Member
Florida Pediatric Advocacy Network - Member
Partnership for a Healthy Community - Board of Directors
Partnership for Environmental Research and Community Health – co-Founder
Florida School Health Advisory Council - Member
University of West Florida, Division of Health & Life Science Advisory Board – Member

Florida Department of Law Enforcement, Northwest Florida Domestic Security Task Force, Health and Medical – Co-Chairman Health; Medical, Hospital, EMS Committee of State Working Group on Domestic Preparedness, Radiological Emergency Sub-Committee-Chairperson
Residency Advisory Committee, U.S. Navy Aerospace Medicine Residency Program, Naval Air Station Pensacola – Member
Access Escambia – Board Member
Solutia Corp., Environmental Advisory Board – Member
Florida Emergency Medicine Foundation, Review Board for Speaker's Bureau, Weapons of Mass Destruction, All Hazards - Member

Awards:

2000, 1000 Friends of Florida Award (Septic-Sewer Program)
2001, Legal Environmental Assistance Foundation (LEAF) (Environmental Advocacy)
2003, Florida Department of Health, Secretary's Special Recognition Award (Domestic Security Health Team)
2004, Pensacola Area Commitment to Excellence Professional of the Year Award

Interests:

Home Remodeling, Computers, Automotive Restoration, Flying, Amateur Radio, Investments

CURRICULUM VITAE

GEORGE ANDREW WELLINGTON SMITH, MD

(HOME) 22 BARTLETT CIRCLE
PENSACOLA, FL 32505
(850) 494-2333

(WORK) 2200 N. PALAFOX ST.
PENSACOLA, FL 32501
(850) 436-4630

PLACE OF BIRTH: Kingston, Jamaica - August 1, 1958

EDUCATION:

1979-84	UNIVERSITY OF THE WEST INDIES, KINGSTON, JAMAICA Awarded Degree of M.B., B.S.. Honors in community health.
1977-79	UNIVERSITY OF THE WEST INDIES, KINGSTON, JAMAICA Undergraduate studies in natural sciences.

GRADUATE TRAINING

1989-92	HOWARD UNIVERSITY HOSPITAL, WASHINGTON D.C. Internship and residency in family practice. Chief Resident 1991-92.
1984-86	PRINCESS MARGARET HOSPITAL, NASSAU BAHAMAS Rotatory Internship - Medicine, Surgery, Pediatrics, Obstetrics and Gynecology, ICU, Psychiatry, Emergency Medicine.

CERTIFICATION AND LICENSURE

2006	Recertified Diplomate of the American Board of Family Practice
1999	Fundamentals of Management
1995	Fellow of the American Academy of Family Physicians
1994	Licensed by Florida Board of Medicine December 1993. License No. ME0065478
1992-99	Diplomate of the American Board of Family Practice July 1992
1992	Licensed by New Mexico Board of Medical Examiners November 1992. License No. 92-351 - *Inactive*
1990	Licensed by Maryland State Board of Medical Examiners August 1990. License No. D40497 - *Inactive*
1989	Educational Commission for Foreign Medical Graduates August 1989. Certificate No. 397-491-2

PRACTICE EXPERIENCE

Aug 94-Present	ESCAMBIA COMMUNITY CLINICS, INC. - PENSACOLA, FL Medical Director. Primary care including urgent care and continuous care. Supervision of Medical Staff.
04/01 - Present	JAY HOSPITAL - JAY, FLORIDA Emergency Medicine
9/92 - 7/94	FAMILY MEDICAL CENTER - LAS CRUCES, NEW MEXICO Independent Contractor. Doing urgent care. This included Minor Trauma, Gynecology, Acute Illnesses of children and adults, Individual Physicals and Workman's Compensation Injuries.
10/92 - 7/94	GERALD CHAMPION MEMORIAL HOSP, ALAMOGORDO, NM Independent Contractor with Transmountain Emergency Group - Doing emergency medicine.
7/90 - 7/94	UNITED STATES AIR FORCE - ACTIVE DUTY Captain. Primary care including inpatient care. Medical Review Officer for Civilian Drug Testing Program. Preceptoring Physician's Assistant and Nurse Practitioner. Quality Assurance Evaluator for civilian contract physician.
3/91 - 7/92	CORRECTIONAL MEDICAL SYSTEMS; ST. LOUIS, MISSOURI Independent Contractor - Prison health. Sick Calls and Chronic Clinics for inmates in Maryland Detention Centers.
8/90 - 7/92	CONVENIENT HEALTH CARE, WALDORF, MARYLAND Independent Contractor. Doing urgent care.
4/89 - 6/89	N.Y.C. DEPARTMENT OF HEALTH N.Y.C., NEW YORK Public Health Advisor. Did Contact Tracing and Counseling to patients visiting Sexually Transmitted Disease Clinic.
8/88 - 4/89	H.S. SYSTEMS INC. - N.Y.C., NEW YORK Performing Physicals on patients referred by the Human Resources Office of the City of New York.
3/86 - 6/88	PRINCESS MARGARET HOSPITAL - NASSAU, BAHAMAS Senior House Officer in General Practice Clinic, Skin and Sexually Transmitted Disease Clinic.

PROFESSIONAL SOCIETIES

1998 WORLD ORGANIZATION OF FAMILY DOCTORS
1998 AMERICAN COLLEGE OF PHYSICIAN EXECUTIVES
1994 ESCAMBIA COUNTY MEDICAL SOCIETY
1994 FLORIDA ACADEMY OF FAMILY PHYSICIANS
1994 FLORIDA MEDICAL ASSOCIATION
1993 CHRISTIAN MEDICAL AND DENTAL SOCIETY
1990 AMERICAN MEDICAL ASSOCIATION
1989 AMERICAN ACADEMY OF FAMILY PHYSICIANS

AWARDS

1992	HONORARY AWARD Washington Society for History of Medicine for essay on Blood Banking.
1991	THE ANDREW A. BEST MD RESIDENTS AWARD For research - The Family Practice section of the National Medical Association.
1990	MOST OUTSTANDING INTERN - FAMILY PRACTICE
1977-81	REYNOLD'S JAMAICA MINES UNDERGRADUATE SCHOLARSHIP

ACADEMIC APPOINTMENTS

2003	FLORIDA STATE UNIVERSITY COLLEGE OF MEDICINE Assistant Clinical Professor
2000	UNIVERSITY OF FLORIDA SCHOOL OF MEDICINE Courtesy Assistant Clinical Professor

SCIENTIFIC EXHIBITS AND PRESENTATION

1992	ROLAND NICKENS RESIDENT RESEARCH SYMPOSIUM At Howard University Hospital.
1991	THE NATIONAL MEDICAL ASSOCIATION CONVENTION Resident Research Poster exhibit and presentation entitled: Carcinoma of the Pancreas, The Howard University Hospital Experience.

HOSPITAL APPOINTMENTS

2001	JAY HOSPITAL Jay, Florida
1995	BAPTIST HOSPITAL Pensacola, Florida
1992-94	GERALD CHAMPION MEMORIAL HOSPITAL Alamogordo, New Mexico

CLINICAL RESEARCH

1999 (REACT / 2 DIABETES) *Rosiglitazone Evaluation:* Advancing current treatment of Type 2 diabetes

(MICCAT) *Micardis Community Access Trial*

(TREAT) *An eight week study of the effect of TEVETEN tablet on blood press in hypertensive patients*

(CFO) *Cipro focus on urology trial*

Michael D. King, MBA, MHS

5151 Ninth Avenue North
Pensacola, Florida 32504

850-416-2795 (Pensacola office)
mking@providencehospital.org

PROFESSIONAL EXPERIENCE

Gulf Coast Health System, Ascension Health

Regional Director of Strategy. Senior strategy leader for an integrated health system with four hospitals, 1007 acute care beds, and a physician network spanning three states. Oversee development of rolling three-year integrated strategic, operational and financial plan, in cooperation with boards of directors, executive council, finance team and operational leaders. Provide business development support, joint venture analyses, affiliation studies, competitor analyses, environmental and market assessments, physician needs analyses, and business risk assessments. Responsible for compliance with state health planning regulations, developing certificate of need applications and related documentation as necessary and submitting state data reports. Monitor state and federal legislative and regulatory activity, assist in development of hospital positions on pending issues and communicate these positions to advocacy groups, elected officials and regulatory agencies. Manage physician advocacy program with three advocates providing outreach in a five-county area. Strategy team includes two senior planners and one market strategy architect.

Providence Health System, Mobile, Alabama, December 1993 to November 2015

Director, Planning and Marketing. Responsible for all aspects of strategic planning, marketing and public relations for 349-bed hospital and associated physician network. Coordinate strategic planning process, environmental and market assessments and annual planning retreats. In cooperation with finance department, complete annual development of rolling three-year integrated strategic, operations and financial plan. Develop and coordinate marketing initiatives, including image campaigns, promotion of services and technology and participation in special events. Serve as official spokesperson for hospital and official media contact. Coordinate new business opportunity analyses, joint venture feasibility studies, physician need analyses and medical staff development planning, hospital affiliation studies, competitor analyses and related strategic and business development projects. Manage in-house production of internal hospital newsletter, print advertisements, brochures and related graphic materials. Oversee outbound websites and social media. Responsible for compliance with state health planning regulations, developing certificate of need applications and related documentation as necessary and submitting state hospital annual reports. Monitor state and federal legislative and regulatory activity, assist in development of hospital positions on pending issues and communicate these positions to advocacy groups, elected officials and regulatory agencies. Oversee 12,000-plus member senior affinity program. Supervise public relations assistant-graphics and senior services coordinator.

Director, Planning. Responsible for strategic planning process, including market and environment assessments, coordination and facilitation of planning retreats for hospital and medical staff leadership, strategic plan development and semiannual strategic plan implementation reports. Provided staff support to Strategic Planning Committee. Developed annual sponsorship, care of the poor and community benefit reports and annual care of the poor and community benefit plans. Coordinated new business analyses, joint venture studies, community needs assessments, medical

staff surveys, physician need analyses and medical staff development planning, hospital affiliation studies, competitor analyses and related strategic and business development projects. Responsible for compliance with health planning regulations, developing certificate of need applications and submitting state hospital annual reports. Monitored state and federal legislative and regulatory activity, assisted in development of hospital positions and communicated positions to advocacy groups, elected officials and regulatory agencies. Elected by peers as 2000-2001 department director chair. Supervised department secretary and planning assistant.

Bay Medical Center, Panama City, Florida, May 1988 to November 1993

Director, Planning/Market Research/Security. Responsible for strategic planning, environmental and market assessments, certificates of need and compliance with state health planning regulations, market research, comparative cost and quality database and contract security service. Supervised public relations specialist and physician liaison.
Administrative Director, Planning and Marketing. Responsible for strategic planning, certificates of need and related activities, marketing programs and public relations. Supervised physician liaison, public relations specialist, industrial medicine coordinator and department secretary.

Staff Planner. Responsible for strategic planning, facility planning and certificates of need. Directed architect selection process and developed program plans for construction projects.

Administrative Resident. Completed departmental rotation, administrative orientation and various residency projects, including a certificate of need application and a strategic plan.

EDUCATION

Master of Business Administration and Master of Health Sciences, May 1989
University of Florida, Gainesville, Graduate Program in Health and Hospital Administration

Bachelor of Arts (History), *summa cum laude*, August 1983
University of North Florida, Jacksonville, College of Arts and Sciences

COMMUNITY ACTIVITIES

South Alabama British Car Club. Member, 2009 – present. 2009 "Rookie of the Year" and 2010 "Member of the Year". British Car Festival chair, 2012 - 2015. President, 2014 – present.

Kiwanis Club of Airport-Metro, Mobile, Alabama. Member, 1994 to 2009, director, 1994 to 2009, treasurer, 1994-95, 2000-2001 and 2006 to 2009; first vice president, 1995-96, president, 1996-97 and 2001-2003; acting president, 2008 to 2009.

Boys and Girls Clubs of South Alabama. Member, Club Unit Advisory Council, 2008 to 2010.

United Way of Southwest Alabama. Member of Planning Council for Human Services, 1997 to 2001; member of Strategic Planning Subcommittee, 1998 to 2001; vice chair, Community Needs Assessment, 1997; facilitator/consultant for strategic plan development, 1998; Providence Hospital campaign coordinator, 2003 – 2011, 2014, 2015.

Christmas in April*Mobile. Member of Public Relations Committee, 1998-99; volunteer, 1995 to 2000 (home renovation program targeted to the poor and elderly).

Bay County, Florida Chamber of Commerce. Member, 1990 to 1993; member of Economic Development Council and State Government Committee, 1991 to 1993.

Christian Counseling Center of Bay County. Member, Board of Directors, 1992 to 1993.

United Way of Bay County. Campaign coordinator, 1990; loaned executive, 1991.

Leadership Bay, Panama City, Florida. Graduate, class of 1990.

Judy H. Witterstaeter

From: Tammy Norstum <norstum@bellsouth.net>
Sent: Friday, August 3, 2018 12:51 PM
To: Judy H. Witterstaeter
Subject: Northwest Florida Health Council Volunteer
Attachments: Northwest Florida Health Council appointment_080318.docx; Norstum_CV_resume_080318.docx

Importance: High

Ms. Judy Witterstaeter,

I am responding to the information I requested and you provided via email to me concerning application for appointment to the Northwest Florida Health Council. I am attaching my letter and resume seeking appointment to the Northwest Florida Health Council. If you have any questions please feel free to contact me. Thank you for your assistance in this application process. I look forward to hearing from you soon.

Smiles,
Tammy Norstum

Tammy Norstum, MPH, MSDH, BS, CRDH
1000 Hidden Terrace Dr. Cantonment, Fl. 32533
(850) 982-2192 norstum@bellsouth.net

August 3, 2018

Judy Witterstaeter
Program Coordinator County Administrator's Office
221 Palafox Place Suite 420
Pensacola, Fl. 32503
jhwitter@myescambia.com

Dear Judy Witterstaeter,

I would like to be considered for the appointment to the Northwest Florida Health Council beginning Oct. 1,2018. I am currently a Certified Registered Dental Hygienist in Florida. I have over 30 years of experience in oral and medical health care. I currently am a member of the American Public Health Association (APHA), Florida Public Health Association (FPHA), American Dental Hygiene Association, American Dental Education Association, Autism Pensacola and other civic organization.

I have reviewed abstracts and public service films for the Oral Health Section for the APHA. I have experience volunteering at the Health and Hope Clinic working to serve the underserved of Pensacola, Fl. I hold an Associate of Science of Dental Hygiene form Pensacola State College, a Bachelor Science of Dental Hygiene from St. Petersburg College, a Master of Science Dental Hygiene, Forsyth School of Dental Hygiene, and a Master in Public Health from Massachusetts College of Pharmacy Health and Sciences.

My current and previous experience in oral health, oral health education, and public health experience will afford me the ability to contribute to the discussions and decisions in an effective manner. I also find this prospect to be personally and professionally interesting and know how important the issues of health equity, access to healthcare and the reduction in disparities are to our community and county. Based on my experience and background, I feel I may be a good fit for this position on the Northwest Florida Health Council. I look forward to contributing to the team and working on how to better serve the citizens of our county. Thank you for your consideration and I look forward to discussing this opportunity with you further.

Please feel free to contact me at norstum@bellsouth.net or (850) 982-2192 if you have any questions.

Smiles,
Tammy Norstum, MPH, MSDH, BS, CRDH

Tammy R. Norstum, CRDH, BS, MSDH, MPH

1000 Hidden Terrace Dr. Cantonment, Fl. 32533

(850) 982-2192

norstum@bellsouth.net

Objective

To establish relationships that support the inclusion of sound public health policy and nurture an interdisciplinary approach of providing care that focuses on creating healthy communities. Also, utilizing my experience in dental hygiene and public health to promote a focus on social determinants of health, strive to improve health equity through education that increases the visibility, and impact of public health professionals in the policy arena.

Education

Massachusetts College of Pharmacy and Health Science University

- Master of Science in Public Health (September 2017)
- Master of Science in Dental Hygiene/Public Health Track (September 2016)

St. Petersburg College

- Bachelor of Applied Science in Dental Hygiene (December 2012)
- Associate of Art (December 2012)

Pensacola State College

- Certification for Administering Local Anesthesia (April 2013)
- Associate of Science in Dental Hygiene (June 1989)
- Advanced Functions and Monitoring Nitrous Oxide Conscious Sedation Certification (1988)
- Certification for Radiology and Expanded Function for the Dental Assistant (1986)

Experience

2018 American Public Health Association Oral Health Section

Abstract Reviewer for American Public Health Association

Presenter Reviewer for American Public Health Association

Policy for Oral Health Committee Reviewer

2017 Culminating Experience for Public Health

Low-Income Adults: Accessing Timely and Affordable Oral Health Care

2016 Thesis

Patients' Perception of Oral Health Care Access in Rural Florida

2015 Public Health Practicum

Perceptions' and Experiences' of Low-Income Adults Accessing Oral Health Care in Escambia County, Florida

2012-Present

Dental Hygienist, Dr. D. Manning, Pensacola, Fl.

Provide oral hygiene care and education

2006-2011

Dental Hygienist, Fairfield Dental Center, Pensacola, Fl.

Provide oral hygiene care and education

2000-2006

Dental Hygienist, Mobile Dental Hygienist, Pensacola, Fl.

Provide oral hygiene care and education

1998-2000

Substitute Teacher, Escambia County School Board, Pensacola, Fl.

1993-1998

Dental Hygienist, Department of Veterans Affairs, Pensacola, Fl.

Provided oral hygiene care

Education of diabetic patients, organized and instructed diabetic wellness classes for veterans.

1991-1993

Dental Hygienist, Dr. Larry Copenhaver, Pensacola, Fl.

Verifying Medicaid eligibility, insurance claims, scheduling

Provided oral hygiene care and education

Dental Assisting duties, dental lab duties, sterilization

1990-1991

Dental Hygienist, Escambia County Health Department, Pensacola, Fl.

Performed dental hygiene duties. Provided education through county schools to promote oral hygiene and fluoride use in school age children.

1988-1995

Dental Hygienist and Assistant, Dr. Ralph Boyd, Pensacola, Fl.

Scheduling and verifying eligibility for Medicaid benefits.

Provided oral hygiene care and education, dental assisting duties, dental lab duties, and sterilization

Civic Affiliation

American Dental Hygiene Association

American Dental Education Association

American Public Health Association

Florida Public Health Association

Northwest Florida Counseling On Aging

West Florida Home Education Support League

Health and Hope Clinic, Pensacola, Florida

Keep Pensacola Beautiful

Girl Scouts of the USA

Volunteer

Community Clean Projects

Preschool oral health education classes

Summer Camp Advisor

Fundraising Organizer for East Hill Christian School

Cheerleader Sponsor

Classroom Events Coordinator

Vivian Krumel Storey

1127 Windchine Way
Pensacola, FL 32503
Tel: 850-434-6168
Email: vkrumel@gmail.com

Education:

Holy Family School of Nursing, Manitowoc, WI

Current:

Northwest Florida Health Councils, Chairperson

Active and Clear State of Florida licensed Registered Nurse – 57 years

Work Experience:

Retired, Owner of Professional Health Examiners – 24 years

Administrator of Upjohn Healthcare Services – 8 years

Labor and Delivery Nurse of Baptist Hospital – 14 years

Psychiatric Nurse at the University Hospital of Wisconsin – 3 years

Appointments:

Florida Statewide Alzheimer's Disease Initiative Task Force – Governor Appointment

Florida Department of Health Statewide Health Plan Oversight Committee

Alzheimer's Family Services of Northwest Florida

Community Activities:

Active in St. Paul's Catholic Church, reader, past organist, choir member and Women's Society President

Active Member of Life Underwriters and Health Underwriters

Member of Escambia Coalition Against Tobacco; conducted first "Quit Smoking" class and first Prostate Screening for the ACS; coordinate and participated in numerous health fairs and education programs.

Escambia County Supervisor of Elections – Certified Poll Worker

Panhandle Senior Travelers - President

Judy H. Witterstaeter

From: Jeanette Moore [ditchdok1@att.net]
Sent: Friday, September 02, 2016 3:26 PM
To: Judy H. Witterstaeter
Subject: Health Council

My husband was able to perform a miracle and I was able to obtain the information needed to apply for the Health Council. Below is a synopsis of medical duties I have performed in the past. My personal info is as follows:

Jeanette Moore
638 Ray St
Pensacola, FL 3234
850 384-8441
Birthdate 11-05-1946 (69 yrs)

Medical Captain
- supervise all medical personnel assigned to the department
- determine the need for & order all medical supplies
- ensure that all credentials are kept current such as CPR, AED, EMT
- compose policies & procedures as pertains to medical
- assures proper training of all medical personnel in new procedures & policies
- acts as the liaison between the department & Emergency Medical Services

Infection Control Officer
- assumes responsibility for ensuring OSHA policies & procedures of infection control
- ensures that all members are inoculated against Hepatitis-B virus
- compose policies & procedures as pertains to infection control to include Bloodborne Pathogens & Tuberculosis
- liaison between department & physician contracted to perform incident follow-up
- member of the county infection control committee
- registered agent with the HRS State office in Tallahassee as per Ryan White Law

Budget Officer
- ensures that purchase orders & vouchers are complete & submitted in a timely manner
- ensures that monies are sufficient to cover the cost of purchase orders & vouchers
- ensures that department records balance with county comptroller office monthly
- ensures that President/Chief officer staff has current status on county appropriated funds

Secretary
- is in charge of membership for the department
- maintains all records for the department
- registered agent with the State of Florida for the corporation
- takes minutes at all meetings
- is in charge of all typing for the department
- in charge of maintaining correct procedures for workers' compensation claims
- composes the majority of administrative type policies & procedures
- responsible for maintaining standard operating procedures for the operational policy book

- ensures that all memos & new procedures are distributed to the appropriate persons
- ensures that the insurance carrier's personnel roster is kept up to date on a continuing basis
- attends consolidated county meetings in the absence of the Chief officer's staff

Escambia County Volunteer Firefighters' Association
- Serves as elected Secretary/Treasurer on the Executive Board of Directors
- Serves as Chairperson for County First Responder Committee
- Maintains all records for credentials of volunteer medical members for entire Escambia County fire departments
- Maintains all records for credentials of First Responder instructors for entire Escambia County fire departments
- Serves as the only lead instructor in charge of all First Responder instructors for Escambia County fire departments
- Serves as the liaison between Escambia County Firefighters' Association & the Escambia County Emergency Medical Services Director
- Wrote the Tuberculosis Policy for county fire departments

Firematics Competition Coordinator (annual event for the 16 volunteer county fire departments)
- chair all meetings & oversees planning of events & rules & regulations
- arranges "static" displays & trophies, judges, master of ceremonies, etc.
- fund raising for monies to pay for the event
- publicity (newspaper, radio appearances, television appearances)

Critical Incident Stress Team Coordinator (covers 4 counties in panhandle of Northwest Florida)
- arranges training for team members
- arranges debriefings by contacting members/arranging times/places for such to occur
- serves as the liaison between emergency agencies & the team
- promotes the idea of critical incident stress debriefings by giving lectures & training classes to emergency agencies

Miscellaneous
- serves on the department safety committee & the By-laws committee
- answers alerts to both fire & medical emergencies
- acts as rehab officer under the Incident Command System on fire emergency scenes
- assists & arranges fund raising activities

Instructor
- serves as a trainer to all infection control officers from other departments
- state certified instructor for 40 hr course for First Responders & refresher classes in same
- serves as a trainer to all First Responder instructors
- American Heart & American Red Cross CPR Instructor

Coordinator - Annual Appreciation Dinner/Dance
- Chaired committee of three members
- Arranged for all activities including speaker, place, disk jockey, program participants, political participants, etc.
- Gathered necessary information & prepared all programs to include style design, typing, layout, printing & assembling
- Prepared all tickets to include style design, typing, layout, printing & assembling
- Arranged all fund raising & other financial aspects

Judy H. Witterstaeter

From: Jeanette Moore [ditchdok1@att.net]
Sent: Friday, September 02, 2016 3:37 PM
To: Judy H. Witterstaeter
Subject: Health Council
Attachments: Ms1.docx; It is with great pleasure that I.docx

Attached are two examples of awards I have received while serving as an EMT for Escambia County Volunteer Fire Departments.

Jeanette Moore

Ms. Jean Moore has been a member of the Cantonment Volunteer Fire Department since March 1989. She has held the position of Secretary, Board of Directors for the past four years. She is also an EMT and serves as our department's medical officer and handles the purchase requests for the department. She is an American Heart CPR instructor. She has recently been appointed as the Infection Control Supervisor.

Jean expends a great deal of energy and enthusiasm in all her endeavors. She is never too busy to assist a fellow member from either our department nor from any fire department anywhere in the country. She is on call twenty-four hours a day, seven days a week and will respond to a call for assistance of any kind at a moment's notice.

Ms. Moore is well known throughout Escambia county and within the local Navy community as being associated with the fire department". She expends a great amount of time trying to recruit volunteers for all departments every where she goes. She never meets a stranger and could be known as Escambia County's ambassador of goodwill as she travels to other cities and states promoting Escambia County's Emergency Services.

Jean is a major source of information and encouragement to all our members. Many call her the firehouse "Mom" and know that they can go to her with personal or work related problems and will receive an honest response.

Ms. Moore serves as the team coordinator for the Northwest Florida Critical Incident Stress Debriefing Team and as such is in charge of arranging all debriefings, team training, etc. She speaks to fire departments in other counties to promote and recruit for CISD. She also teaches CISD to each Naval Hospital EMT class. When an emergency arises and no-one else is available, she takes time off from her full time job to ensure that help is there when needed.

More recently she has once again taken on the task of coordinating the 6th annual competition. The competition which was scheduled for October had to be canceled at the last minute. Jean received a telephone call from Chief Garrett the morning before the scheduled event and proceeded to take vacation time from work so that she could come to the fire department immediately and start working on canceling the competition. She wrote letters to all the department Chiefs apologizing for the lack of organization and then spoke to the Association at their next meeting asking for assistance from other departments to re-establish the committee and schedule the competition for another date. Once again, she proved that she is there when needed.

Jean is a First Responder Instructor and has trained several department's members. A lot of time and energy is spent preparing each class and scheduling student rides with EMS, etc. She travels wherever she is needed in the county using her own private vehicle to ensure that those wanting to learn have the opportunity.

Her accomplishments and willingness to help in any capacity make her deserving of Fire Services Support Person of the Year for Escambia County. She is a source of

stability and her initiative and abilities are in keeping with the highest traditions of the fire service. Her many contributions to the county of long hours of dedicated work are a beautiful example of unselfish love for her fellow man.

It is with great pleasure that I, as Chief of the Cantonment Volunteer Fire Department, nominate Jeanette M. Moore for the Chief Robert W. Little, Jr. Humanitarian Award. Jean is the backbone of the administrative functions of this department. Enclosed is a list of numerous functions and tasks she completes, not only for Cantonment but for other departments as well. She is well organized and dedicated to the fire service. Jean maintains a full time job in addition to seeking higher education through an external degree program in Prehospital medicine and spends many hours of her time providing help and assistance to numerous fire departments in the county on a variety of issues. She readily volunteers to assist other fire departments with their specific problems. Numerous county fire chiefs call her for information on bloodborne pathogens and the criteria for training members on how to prevent exposures. As former team leader for our local Critical Incident Stress Debriefing team she has spent many a night with a group of firefighters returning from a difficult alarm offering her listening ear and a warm shoulder to lean on in their time of need, reporting to her paid job directly from the fire station. Her number one priority is the safety and welfare of our county's firefighters. There are 16 volunteer fire departments in Escambia County and they all know they can rely on Jean to assist when needed.

Volunteer service is not new to Jean. As far back as high school in 1964 she volunteered as a "Candy Striper" at her local community hospital. She has continued to serve every community she has lived in by volunteering her time. She has assisted in planning and umpiring little league baseball programs, served rape victims in their time of need as a volunteer rape crisis counselor on call 24 hours a day, served on drug prevention committees for our youth through the Chemical People Project, served as Chairperson of the Board of Directors for a family outreach program where she visited homes of suspected abused children and assisted parents with dealing with the stresses that caused them to become abusive. Jean served on various other committees such as the local middle school principal's advisory committee, the Escambia County Sheriff's citizen advisory committee (all volunteer duties) in an advisory capacity. Jean has received several letters of appreciation from various communities.

Specific duties she performs for our fire department include - <u>Medical Captain</u> supervising all medical personnel assigned; determining the need for & ordering all medical supplies; ensuring that all credentials are kept current such as CPR, AED, EMT, Paramedic; composing policies and procedures as pertains to medical; assuming ultimate responsibility for medical rescue squad and personnel assigned to the truck; assuring proper training of all medical personnel in new procedures and policies; acting as the liaison between the department and Emergency Medical Services. <u>Infection Control Officer</u> assuming full responsibility for ensuring OSHA policies and procedures of infection control; ensuring that all members are inoculated against Hepatitis-B virus; composing policies and procedures as pertains to infection control; liaison between department and physician contracted to perform incident follow-up; member of the county infection control committee. <u>Budget Officer</u> ensuring that all purchase orders and vouchers are complete and submitted in a timely manner; ensuring that monies are sufficient to cover the cost of purchase orders and vouchers; ensuring that department records balance with county comptroller office monthly; ensuring that President/Chief officer staff has current status on county appropriated funds. <u>Secretary</u> is in charge of membership for the department; maintains all records for the department; registered agent with the State of Florida for the corporation; takes minutes at all meetings; is in charge of all typing for the department; in charge of maintaining correct procedures for workers' compensation claims; composes the majority of administrative type policies

and procedures; responsible for maintaining the standard operating procedures for the operational policy book; ensures that all memos and new procedures are distributed to the appropriate persons; ensures that the insurance carrier's personnel roster is kept up to date on a continuing basis; attends consolidated county meetings in the absence of the Chief officer's staff; assembled a "top notch" Standard Operating Policy manual for the department which many other fire departments have asked for copies of; gathered information and assembled a training manual complete with lesson plans. Critical Incident Stress Team Coordinator (covers four counties in panhandle of Northwest Florida); arranged training for team members; arranged debriefings by contacting members/arranging times/places for debriefings to occur; served as the liaison between emergency agencies and the team; promoted the idea of critical incident stress debriefings by giving lectures and training classes to emergency agencies. (Ms. Moore has turned this position over to another team member as of February of this year but had performed these duties for the past three years.) Miscellaneous - serves on the department safety committee and the By-laws committee; answers alerts to both fire and medical emergencies; acts as rehab officer under the Incident Command System on fire emergency scenes; assists and arranges fund raising activities; serves as the Chairperson for the County First Responder Committee; oversees medical credential renewals for all volunteers in the county; wrote the Tuberculosis policy to be used by all county fire departments for the Association. Instructor - serves as a trainer to all infection control officers from other departments; teaches 40 hr course for First Responders and refresher classes in same; American Heart and American Red Cross CPR Instructor; responsible for training 6 new First Responder instructors for the county.

The thing that makes this nominee rise above others is her tenacity and resilience. Her demeanor both on and off the job is one of calm and assurance. She never quits any task before it is complete and correct. It would be difficult for this writer to envision a more qualified applicant for this award. To know and associate with her is an inspiration. It is a great honor to recognize one of Escambia County's finest, Jean Moore, to be a nominee for the Chief Robert W. Little, Jr. Humanitarian Award.

Judy H. Witterstaeter

From: dtrocki@panhandle.rr.com
Sent: Sunday, July 22, 2018 3:12 PM
To: Judy H. Witterstaeter
Subject: Northwest Florida Health Council
Attachments: resume.docx

Dear Judy, I am interested in serving on the Northwest Florida Health Council. I have enjoyed a career in healthcare for over 40 years. I care about our community and the healthcare availability. I currently volunteer at Alpha Center and serve as treasurer for St. Elizabeth Church. I have attached my resume and look forward to hearing from you.

DEBORAH A. TROCKI, MSW
7245 Chestnut Road
Molino, Florida 32577
Phone: 850-698-6485

Education:

B.A.
Major: Social Science
Minot State College, Minot, North Dakota

M.S.W., A.C.S.W.
Major: Administration
University of Pittsburgh, Pennsylvania

Numerous CE credits in compliance with government standards, Managing tomorrow's healthcare systems, designing and planning clinical programs, continuity of care evaluation processes, quality assurance analysis and clinical and management analysis.

Professional Experience:

May 2013 to October 2015
Clinical Social Worker
Veterans Administration
Pensacola, FL

As a clinical social worker for the homeless program, I was responsible for a caseload of 40 homeless veterans. My duties included locating them and providing counseling to those who could tolerate outpatient counseling and gaining entry to alcohol and drug abuse programs on an inpatient basis when necessary. I located housing and assistance with HUD, getting resources for utilities and food. I most enjoyed working with families.
I retired from this job.

July 2001 to May 2013
Executive Director
Escambia County Healthy Start Coalition
Pensacola, FL

I started this job on a Monday and on Wednesday received notice from Tallahassee that the program was being stopped for not having submitted a plan in over three years. I got busy developed the plan for the program and placed programs in operation. I was able to save the Escambia County Coalition and prosper it to major growth and respect in the Community. I was able to gain the trust and cooperation of all four local hospitals and able to place Health department nurses at three of the hospitals to assist with safe sleeping, mentoring moms and other programs. I worked well with the Board of Directors to develop resources and policies. We developed strategic plans and I saw them thru attainment. I developed cds, tapes and learning texts and placed them in all the OB/GYN offices and the hospitals. I performed an in depth analysis of the available State data to determine why Escambia had such a high infant death rate. We were able to put programs in place that cut that rate significantly. I wrote public grants and received money to finance the bill boards on safe sleeping for infants. I managed a million dollar budget for State grant monies and brought in numerous other local grants each year. I managed personnel and assured our staff and the health department staff was well trained.

July 2000 to July 2001
Health Department
Program Administrator
Emergency Management Services
Tallahassee, FL

I was charged with developing an interface computer program between the Highway Patrol and EMS to better identify accident and locations. I left to come home to Pensacola and become the Executive Director of Healthy Start Coalition.

October 1993 to September 1998
Community Health Purchasing Alliance
Executive Director
District 1, Districts 2 and 3

I was responsible for the successful development of the CHPA insurance program for the small businesses in the northwest panhandle. My responsibilities were to report to a Board of Directors. I develop a program of operation, all policies and procedures. I had to negotiate and contract with 3rd party administrators and Insurance Companies. I had to perform analysis and acceptance of bids for AHP contractual agreements. I developed and implemented the training programs for the insurance agents. My marketing program enabled the district to lead the state in the percentage of market penetration in the small group market. I readily maintained our certification with the state. I developed the strategic plan the Board supported that made us profitable with the first two years.

June 1988 to October 1993
HRS
Medicaid Program Administrator
District 1
Pensacola, FL

As the Medicaid program Administrator for Northwest Florida, I was responsible for a staff of 30 employees, operations, program management, program development, and provider relations associated with a multi-million dollar budget. I frequently developed position papers on healthcare issues for District Administration and fiscal analysis of current healthcare activity. We were still losing providers and I developed a program to bring more providers in by assuring them that we could pay them within 5 days of receiving the claim. I sent my newly developed provider relations department staff into the physician and other provider offices to assure claims was paid quickly. It was a success. I then was given lead responsibility for indigent Healthcare in the District which involved the development of a pilot project involving HRS, community hospitals and the Escambia Medical Society. We were able to provide a coordinated network of services to recipients. I became fully versed with computer spreadsheets, graphic programs, utilized the Medicaid and State mainframes for projects. My office had sole responsibility for claim resolution, provider/consumer training as well as service authorization. I also managed the utilization review of Medicaid reimbursement services as well as quality of care inspections.
I left to take the CHIPA position.

1985-1988
Associate then Administrator
Psychiatric Institute of America
Atlanta based hospital
Atlanta, GA

I was responsible for the day to day operations of a urban psychiatric hospital with a staff of 300 employees and 10 physicians. I was responsible for all financial management, cost reporting, budget analysis and generating revenue sources. I successfully led the hospital to pass JCAH and Medicare Surveys all years with no contingencies. I had all management responsibility for the facility supervising personnel, and developing programs that fit the need in down town Atlanta.

1974 – 1985

Executive positions in for profit and non profit agencies

J.O. Zachow, BA 850-723-4425

Roxanne Dougherty 850-450-8663

Valerie Schumm, MSW 850-479-4391

Jane Gonzalez, BSN, MPH 850-723-2941

Judy H. Witterstaeter

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Friday, July 20, 2018 10:15 AM
To: Judy H. Witterstaeter
Subject: Volunteers Sought for the Northwest Florida Health Council



Click HERE to View in Browser

Volunteers Sought for the Northwest Florida Health Council

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for appointments to the Northwest Florida Health Council, also known as the Northwest Florida Big Bend Health Council.

Escambia County residents interested in serving on the Northwest Florida Health Council are asked to submit a resume and letter indicating their desire to serve by the close of business on Friday, Aug. 3. Resumes should be submitted to Judy Witterstaeter, Program Coordinator; Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502, or emailed to jhwitter@myescambia.com.

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.

NORTHWEST FLORIDA HEALTH COUNCIL, ALSO KNOWN AS THE NORTHWEST FLORIDA BIG BEND HEALTH COUNCIL

Pursuant to Florida Statute 408.033, this local health council was established in accordance with the Health Facilities and Services Development Act as a private nonprofit organization serving Escambia, Okaloosa, Santa Rosa and Walton counties. The council serves to assist the state of Florida with planning for health facilities and services, providing a health data repository and helping counties and local communities to obtain better health care. Based on a rotating formula, the Escambia County Board of County Commissioners appoints six members to the council.

Local health councils develop district health plans containing data, develop hospital and nursing home utilization reports for the Agency for Health Care Administration, and provide analysis and recommendations that relate to health care status and needs in the community. The recommendations are designed to improve access to health care, reduce disparities in health status, assist state and local governments in the development of sound and rational health care policies and advocate on behalf of the underserved.

The council meets once per quarter or at the call of the president and chief operating officer. Meetings typically begin at 12:15 p.m. and last one to 1 1/2 hours.

Qualifications: The appointees shall be representatives of health care providers, health care purchasers and nongovernmental health care consumers, but not excluding elected government officials. The members of the consumer group shall include a representative number of persons over 60 years of age. A majority of council members shall consist of health care purchasers and health care consumers. Each member shall serve a two-year term effective Oct. 1 of the appointment year and ending Sept. 30 of the year the term expires.

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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.

Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14680 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/20/2018
Issue: Authorization for the Acquisition of Property Located at 6425 Mobile Highway
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 6425 Mobile Highway - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Authorize the purchase of real property located at 6425 Mobile Highway from Wells Fargo Bank, for Library Services;

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 6425 Mobile Highway; 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.

[Funding Source: Fund 113, Library Fund, Cost Center 110501, Object Code 59801]

This property is located in District One.

THE CONTRACT WILL BE DISTRIBUTED AS ADDITIONAL BACK-UP UNDER SEPARATE COVER.

BACKGROUND:

The main goal of the Library Board of Governance is to create a library in District One, as there are currently no library services within this district.

The property located at 6425 Mobile Highway is an ideal location for a new library branch. The site is already developed and has ample parking, it is located across the street from Bellview Elementary and Middle schools, which serve as transfer points for

high schoolers being transported to specialty career path schools, and this property is high and dry with a low risk of flooding.

This location will also help relieve the strain put on the Tryon Branch Library and the Southwest Branch Library, both of which have more District One attendees than the districts they are in.

BUDGETARY IMPACT:

Funding for this project is available in Fund 113, Library Fund, Cost Center 110501, Object Code 59801.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will represent the county at closing.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

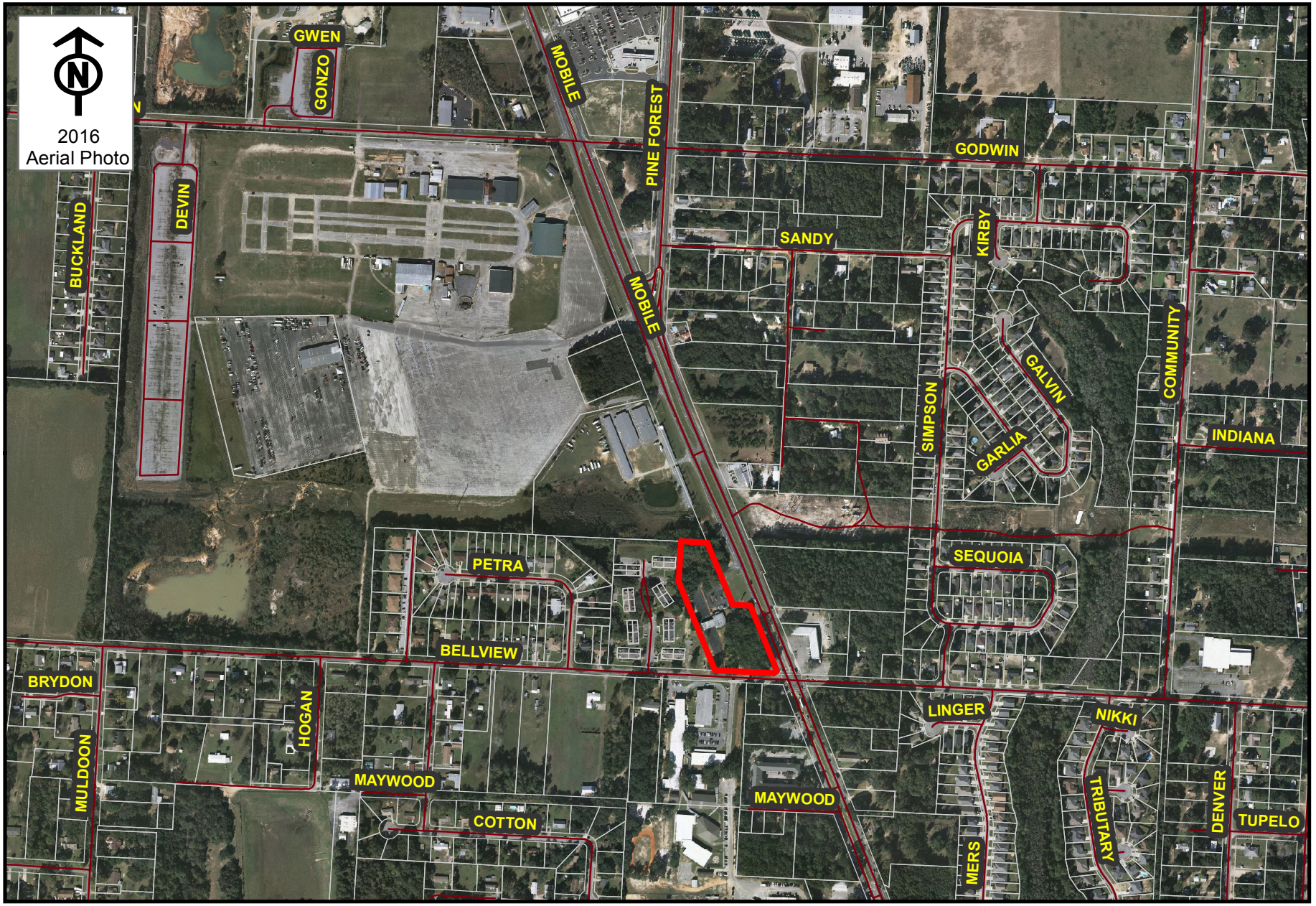
Attachments

Aerial Map

Presley McKenney Appraisal Summary

Lowery Appraisal Summary

Library Services



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 9/11/18 DISTRICT 1

6425 Mobile Highway

Presley-McKenney & Associates, Inc.
Consultant & Real Estate Valuations
Post Office Box 329
Pensacola, Florida 32591-0329

COMMERCIAL BUILDING
(FORMER BANK BRANCH BUILDING)
& EXCESS LAND
6425 MOBILE HIGHWAY
PENSACOLA, FLORIDA

PURCHASE ORDER # 181425

APPRAISAL REPORT

PROPERTY

Commercial Building (Former Bank Branch Building)
& Excess Land

LOCATION

6425 Mobile Highway
Pensacola, Florida 32526

EFFECTIVE DATE OF VALUE

August 22, 2018

DATE OF REPORT

September 4, 2018

PREPARED FOR

West Florida Public Library
239 North Spring Street
Pensacola, Florida 32502

Presley-McKenney & Associates, Inc.
Consultant & Real Estate Valuations
Post Office Box 329
Pensacola, Florida 32591-0329

PRESLEY - McKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations

P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

September 4, 2018

West Florida Public Library
239 North Spring Street
Pensacola, Florida 32502

Attn: Todd Humble, Director of Library Services

RE: Appraisal Report (PO #181425)
Commercial Building (Former Bank Branch Building)
& Excess Land
6425 Mobile Highway, Pensacola, Florida

Dear Mr. Humble:

As requested, an inspection has been made of the referenced property for the purpose of estimating the market value. In compliance with the *Uniform Standards of Professional Appraisal Practice*, this is an appraisal report, being a narrative report to include all data necessary for us to complete our work within the scope of our assignment.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

As will be shown by photographs and more fully described and analyzed herein, the subject property is an irregular-shaped parcel having approximately 700 feet fronting along the west side of Mobile Highway and approximately 310 feet fronting along the north side of Bellview Avenue, described by the Escambia County GIS Department as having an area of 4.46 acres, or about 194,278 square feet, more or less. The property is improved with a 2,613-square foot former bank branch building with a 2,288-square foot, five-lane drive-thru, as well as asphalt-paved driveways and parking.

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value as of August 22, 2018, is:

SEVEN HUNDRED FIFTY THOUSAND DOLLARS

$750,000

At this value it is assumed the exposure time is about nine to fifteen months. It is also assumed marketing is through someone knowledgeable of the property and the real estate market for this type property.

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals as established for federally related transactions in the State of Florida. The appraisal conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

We appreciate the opportunity of doing this work for you. After your review, should you have questions, please call.

Respectfully submitted,

Presley-McKenney & Associates, Inc.



M. Eugene Presley
State-Certified General Real Estate Appraiser
#0000103

Appraisal Report
REAL ESTATE APPRAISAL

Of
BANK BUILDING WITH EXCESS LAND



6425 Mobile Highway
Pensacola, FL

As of
August 16, 2018

Prepared For
Ms. Marcia Wieborg
Escambia County
3363 West Park Place
Pensacola, FL, 32505

Prepared by
FRUITTICHER-LOWERY APPRAISAL GROUP, INC.
Rodger Lowery, MAI, FL-RZ1922

Appraisal Order:
RL18090O-E

PART ONE: INTRODUCTION

FRUITTICHER - LOWERY
APPRAISAL GROUP

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 FAX (850)477-7931

August 31, 2018

Escambia County
3363 West Park Place
Pensacola, FL 32505

Attn: Ms. Marcia Wieborg,
Real Estate Acquisition Specialist

Letter of Transmittal
RE: An Appraisal Report of the existing Bank Building with Excess Land located at 6425 Mobile Highway in Pensacola, FL.
(P.O #181424)

Dear Ms. Wieborg:

At your request, information was obtained and reviewed of the above referenced property for the purpose of estimating the current market value of the fee simple estate of the existing Bank Building with Excess Land. In compliance with the "Uniform Standards of Professional Appraisal Practice", this letter of transmittal is followed by a appraisal report in which all applicable approaches to value are used and with the value conclusion reflecting all known information about the subject property, current and projected market conditions, and other available data. This report contains to the fullest extent possible and practical, explanations of the data, reasoning and analysis used to develop the opinion of value. It also includes thorough descriptions of the subject property, the property's locale, the market for the property type, and my opinion of highest and best use.

Market value will be defined in the appraisal report, but basically assumes a willing buyer-seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use. Both exposure and marketing time periods are estimated to be within 12-Months. In accordance with USPAP, I am informing the client that I have performed no real estate services regarding the subject property within the past three years prior to the engagement of these services.

RODGER K.LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445

TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

The subject property consists of a currently developed 194,278 square foot or 4.46-acre parcel of land located in Pensacola, Escambia County, Florida. The property is zoned "Commercial", with the existing improvements being an allowable use for the site. Given the location of the improvements, it appears there is excess land in the north and south portions of the property with an approximate 0.78-accre portion in the north end of the site and a 1.1-acre portion in the south corner portion of the site.

The improvements to the site consist of an approximate 2,185 square foot bank branch building with an approximate 2,173 square foot covered drive-thru teller area. Other on-site improvements include approximately 35 parking spaces and asphalt drives. The improvements are in average condition reflecting an effective age of approximately 25 years. The property includes approximately 1.88-acres of excess land.

This appraisal is based upon the extraordinary assumption that there are no structural deficiencies, roof leaks, etc. that may adversely affect value. This appraisal and value reported is based upon the extraordinary assumption the north 0.78-acres and the south 1.1-acres could be sold as excess land.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the current market value of the Fee Simple estate as of the last date of inspection, August 16, 2018, was:

CURRENT MARKET VALUE

SIX HUNDRED FORTY FIVE THOUSAND DOLLARS

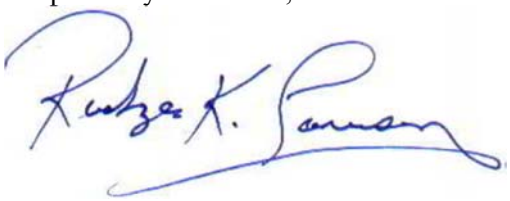
$645,000

The above value is allocated as $360,000 for the bank branch portion of the site and $285,000 for the excess land.

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida. The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

I appreciate the opportunity of doing this work for you and your client. After your review, should you have questions, please don't hesitate to call.

Respectfully submitted,



Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser #RZ1922
RLowery@FLAG1.Net
Phone – (850) 477-0419, ext. 101

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14887 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/20/2018
Issue: Authorizing a Request for Proposal to Hire a Professional Planner for the OLF8 Master Plan –
From: Jeff Bergosh, Commissioner, District 1
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorizing a Request for Proposal to Hire a Professional Planner for the OLF8 Master Plan - Commissioner Bergosh, District 1

That the Board take the following action:

A. Authorize staff to prepare a Request for Proposal (RFP) to hire a Professional Planner for the OLF8 Master Plan; and

B. Discuss who will serve on the Selection Committee for the Request for Proposal.

BACKGROUND:

During the discussion regarding the OLF8 Master Plan at the October 13, 2018, Committee of the Whole Workshop, the Board directed staff to submit a Recommendtion for discussion at the September 20, 2018, Regular Board of County Commissioners' Meeting regarding authorizing staff to prepare a Request for Proposal to hire a Professional Planner for the OLF8 Master Plan.

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

OLF8-OLFX Triumph Gulf Coast, Inc., Pre-Application

Map of Approved and Proposed Projects in the Beulah Interchange Vicinity

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TRIUMPH GULF COAST, INC. PRE-APPLICATION FORM

The ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS approved the OLF8/OLFX Land Swap Project as one of five priority projects for Triumph first round submittal. The Escambia County BCC will provide a letter of support pending Triumph pre-application review and development of a full application.

APPLICANT INFORMATION:

Name of Individual/Entity/Organization: Escambia County Board of County Commissioners

Brief Description of Background of Individual/Entity/Organization: The Escambia County Board of County Commissioners is one of the eight disproportionately affected counties in Northwest Florida.

Contact Information:

Primary Contact Information: Taylor "Chips" Kirschenfeld
Title: Escambia County Natural Resources Management Department Director
Mailing Address: 221 South Palafox Place, Pensacola, FL 32502
Telephone Number: 850-595-1630
Email Address: jtkirsche@myescambia.com
Website: www.myescambia.com

Names of co-applicants, partners or other entities, organizations that will have a role in the proposed project or program: NAS Whiting Field, Santa Rosa County

REQUIRED EXECUTIVE SUMMARY:

In a maximum of three (3) pages, please describe the proposed project or program, including (i) the amount of funds being sought from Triumph Gulf Coast; (ii) the amount and identity of other sources of funds for the proposed project or program; (iii) the location of the project or program; (iv) summary description of the proposed program, including how the program will be transformational and promote economic recovery, diversification, and enhancement of the disproportionately affected counties, and (v) a summary timeline for the proposed project or program.

IMPORTANT NOTICE

This pre-application process will **not** result in an award of funding by Triumph Gulf Coast. Rather, this process is designed to facilitate submission of ideas for potential projects or programs before the Applicant expends time and/or resources to complete a full Application. All Applicants for funding are required to complete an Application, which will be scored, and then considered for award in the discretion of Triumph Gulf Coast Board.

Proposed Project

(i) Amount of funds being sought from Triumph Gulf Coast:

1) Final Phase of OLF X Site Preparation for US Department of Defense: $6.7 million
2) Design and Permitting of OLF 8 Commerce Park: Estimated at $3.4 million
3) Construction of OLF 8 Commerce Park: Estimated at $19.8 million

The total requested funds for all proposed phases is $29.9 million.

(ii) Amount and identity of other sources of funds for the proposed project or program:

The Escambia County Board of County Commissioners (BCC) has expended matching or leveraged funds totaling $10 million to develop the OLF X/OLF 8 Land Swap. These expenditures include the purchase, rezoning, environmental, clearing, grading, planting, design, and sub-grade prep of the OLF X site in Santa Rosa County. The Escambia County BCC has an additional $1.1 million allocated for OLF X site preparation (Phase 1). These funds were allocated from Escambia County's Local Option Sales Tax (LOST) funds for Capital Improvement Projects and Economic Growth.

The Escambia County BCC has also allocated $1.5 million from RESTORE Direct Component (Pot 1) for the development of the OLF 8 Master Plan (Phase 2).

(iii) Location of the project or program:

OLF X is located in Santa Rosa County near Naval Air Station Whiting Field. OLF 8 is located in Escambia County on Nine Mile Road adjacent to Navy Federal Credit Union.

(iv) Summary description of the proposed project:

The Outlying Landing Field (OLF) Land Swap Project is a multi-phase and multi-site project between the Escambia County Board of County Commissioners (BCC) and the United States Naval Air Station Whiting Field (Navy). The existing OLF Site 8 in Escambia County is currently used for US Navy helicopter landing training. The BCC has a desire to obtain OLF 8 for development of a commerce park. Due to the rapid growth that is occurring in the Beulah area, the BCC believes OLF 8 would be better suited for development to serve the needs of the Beulah community.

The BCC approached the US Navy in 2013 with a proposal for this land exchange. The BCC would purchase and develop a new OLF Site X, located in Santa Rosa County closer to Whiting Field, in exchange for the aforementioned OLF Site 8 located in Escambia County. Both parties were interested in pursuing the project and began the process of drafting the Land Exchange Agreement (LEA) request to Congress.

The National Defense Authorization Act of 2016 (NDAA) was signed into legislation in November 2015 which allowed the US Navy and the BCC to officially move forward with the LEA, and design and construct OLF Site X. The BCC broke ground on OLF Site X in August 2016 and is rapidly approaching completion of phase I construction, which is anticipated to be complete late November 2017. The BCC is currently finalizing the final phase of construction plans for OLF Site X with an anticipated completion date of December 2018. This phase includes:

- Installation of asphalt landing strips.
- Installation of gravel landing pads.
- Construction of an asphalt entrance road.
- Construction of a block house and apparatus bay.
- Construction of an observation tower.
- Construction of fueling pits.

The project is anticipated to bid in early 2018.

After OLF Site X is completed and accepted by the US Navy, the two parties could fully execute the LEA and perform the land swap. After the BCC has ownership of OLF Site 8, design for the new commerce park would begin using RESTORE Direct Component (Pot 1) funds allocated by the BCC.

With the proximity of OLF Site 8 to multiple interstate ramps and fronting on a major State secondary roadway (Nine Mile Road), the development of OLF 8 has the opportunity to create more than 1,000 jobs. The BCC will develop a publicly vetted master plan to meet the needs of the Beulah community and Escambia County. The new park could attract Northwest Florida targeted industries and build on the success of the neighboring property, Navy Federal Credit Union, by not only creating jobs in Escambia County but also neighboring disproportionately affected counties to the east and into Alabama. Santa Rosa County would benefit by the addition of numerous jobs and securing NAS Whiting Field as a US Navy mission ready installation for Base Realignment and Closure (BRAC). The development of OLF Site 8 would provide an anchor point for economic growth across the region.

Phase one of Triumph funds would complete construction of the final phase of OLF Site X to prepare the site for US Navy acceptance and completion of the land swap. Phase two funds would develop the design and master plan for the OLF 8 site (Site X must be completed and the LEA fully executed for ownership to swap). Phase three funds would construct the OLF 8 park and implement the master plan.

The Escambia County Board of County Commissioners approved the OLF8/OLFX Land Swap Project as one of five priority projects for Triumph first round submittal. The Escambia County BCC will provide a letter of support pending Triumph pre-application review and development of a full application.

(v) Summary Timeline:

Phase one of the OLF8/OLFX Triumph project will be shovel ready late December 2017. Phases two and three cannot begin until the final phase of OLF X has been completed and the LEA has been fully executed.

Approved and Proposed projects in the Beulah Interchange vicinity From 2010 to September 10, 2018

NAVY FEDERAL
GREATER PENSACOLA OPERATIONS - 6,798
NFCU BRANCH EMPLOYEES - 103
TOTAL NFCU - 6,901
AS OF JULY 1, 2018

LEGEND
PROP= PRE-APP ONLY
I= INITIAL PHASE
F= FINAL/DO
MP= MASTER PLAN
CP= CONSTRUCTION PLANS
PP= PRELIMINARY PLAT
FP= FINAL PLAT

APPROVED LOTS 5,465
PROPOSED LOTS 578
APPROVED APARTMENT UNITS 524
PROPOSED APARTMENT UNITS 1,239

BALDWIN COUNTY ALABAMA

UPLAND WOODS FP 16 LOTS
BELLEVUE PROP 139
HIGHWAY 29
KINGSFIELD TOWNHOMES PROP 39 LOTS
GRAYSTONE ESTATES MP 143 LOTS PHASE 1 FP 26 LOTS PHASE 2 PPCP "F" 56 LOTS PHASE 3 PPCP "I" 61 LOTS
MUSCOGEE RD
BENTLEY OAKS MP 486 LOTS UNIT 6, 33 LOTS FP "F" UNIT 9, 36 LOTS FP "F"
RISHWOOD PPCP "F" 34 LOTS
THE MEADOWS PROP. 34 LOTS
HARMONY ESTATES PPCP "F" 44 LOTS
BEULAH RD
SECTOR PLAN
S HIGHWAY 97
NEW ELEMENTARY SCHOOL
HIGHWAY 29
ESTATES AT GRIFFIN PARK FP 59 LOTS
DEVELOPMENT AGREEMENT "WILDWOODS ESTATES" 900 LOTS MP "F" 742 LOTS IRON ROCK PPCP "I" 289 LOTS BROOKHAVEN PPCP "F"162 LOTS 900-289-162=449 LOTS LEFT
GARRETT PROP. 37 LOTS
KINGSTON PLACE FP 38 LOTS
INTERSTATE 10
SAWYERS RIDGE 45 LOTS
NOWAK DAIRY MINOR "F" 5 LOTS
NOWAK DAIRY PPCP "F" 152 LOTS
JENNINGS PLACE MP "F", PPCP "F" 237 LOTS
KAHEELEY RIDGE SD PPCP "F" 110 LOTS
ISSACS LANE
W KINGSFIELD RD
DEER RUN MP 379 LOTS MINUS PRESERVE AT DEER RUN PHASE 1, 76 LOTS COMPLETED PHASE 2, PPCP "F" 109 LOTS
BEULAH GARDENS ESTATES PPCP "F" 25 LOTS
KINGSFIELD SD PROP 42 LOTS
STONEBROOK ESTATES PPCP "F" 69 LOTS
SONOMA RIDGE PUD PPCP "F" 78 LOTS
MILS LAKE PROP 47 LOTS
BRADFIELD SD FP "I" 62 LOTS
ANTIETAM MP 193 LOTS "F" PHASE 1 FP 61 LOTS "F" PHASE 2 PPCP 58 LOTS "F" PHASE 3 PPCP 80 LOTS "F"
BROOKHAVEN PPCP "F" 162 LOTS
TOWER RIDGE RD
DANIELS GROVE 105 LOTS
MILESTONE APARTMENTS 240 UNITS
VINTAGE CREEK FP 161 LOTS
BEULAH RD
RESIDENCE @ NATUTE CREEK MP "F" PPCP "F" 216 LOTS & 16 UNIT APT
NAVY FEDERAL CURRENT 6,798 10,000 BY 2022
NOLF 8
W 9 MILE APT PROP 288 UNIT
PINE FOREST RD
NAVY OAKS FP "F" 34 LOTS
W NINE MILE RD
NEW BEULAH MIDDLE SCHOOL
HAWTHORNE GROVE 64 LOTS
WEST WOODS APTS 268 UNITS "F"
CRIMSON POINTE PPCP "F" 35 LOTS
INTERSTATE 10
TWENTY ONE OAKS FP 47 LOTS
PROJECT 52 "I" 351 APARTMENTS
COVINGTON FP "I" 30 LOTS
BEULAH OAKS FP "F" 20 LOTS
PATHSTONE MIXED USE COM PROP APARTMENTS 600+ SF MASTERPLAN "I" 231 LOTS SF PHASE 1 PPCP "I" 151 LOTS
LAKESHORE PRESERVE FP "I" 138 LOTS
MOBILE HWY
WOODLYN MEADOWS 143 LOTS
ASHLAND HEIGHTS PHASE1 32 LOTS PHASE2 PPCP "I" 49 LOTS
TWIN SPIRES PLANTATION 38 LOTS
TAYLOR RIDGE PPCP "I" 19 LOTS
HUNTINGTON CREEK 199 LOTS
ADMIRAL'S QUARTER PPCP "I" 210 TOWNHOMES
ASHLAND TOWNHOMES PROP 48 LOTS
FULFORD PROP 5 LOTS
BRIDLEWOOD 122 LOTS COMPLETED "I" MASTER PLAN 512 LOTS
ENGLISH 7512 BEULAH SCHOOL RD MINOR "I" 3 LOTS
BRYLINGTON MANOR PPCP "F" 74 LOTS
MANDEVILLE LANE PROP. 49 LOTS
MILLVIEW PROP 39 LOTS

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

John C Fisher
Planning and Zoning Dept.

0 4,500 9,000 13,500 Ft

DATED 09/10/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14889 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/20/2018
Issue: Alcohol Sales Measurement
From: Horace Jones, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Alcohol Sales Measurement - Horace L. Jones, Director, Development Services Department

That the Board discuss Article 7 Supplemental Use Regulations, Section 4-7.5, Alcoholic beverage sales, (b) Measurement., Escambia County Land Development Code, and provide direction, if any.

BACKGROUND:

This item was originally included on the September 13, 2018, Board of County Commissioners' (BCC) Committee of the Whole Meeting Agenda for discussion, but was subsequently requested to be added to the September 20, 2018, Regular BCC Meeting for discussion.

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

Alcohol Sales Measurement

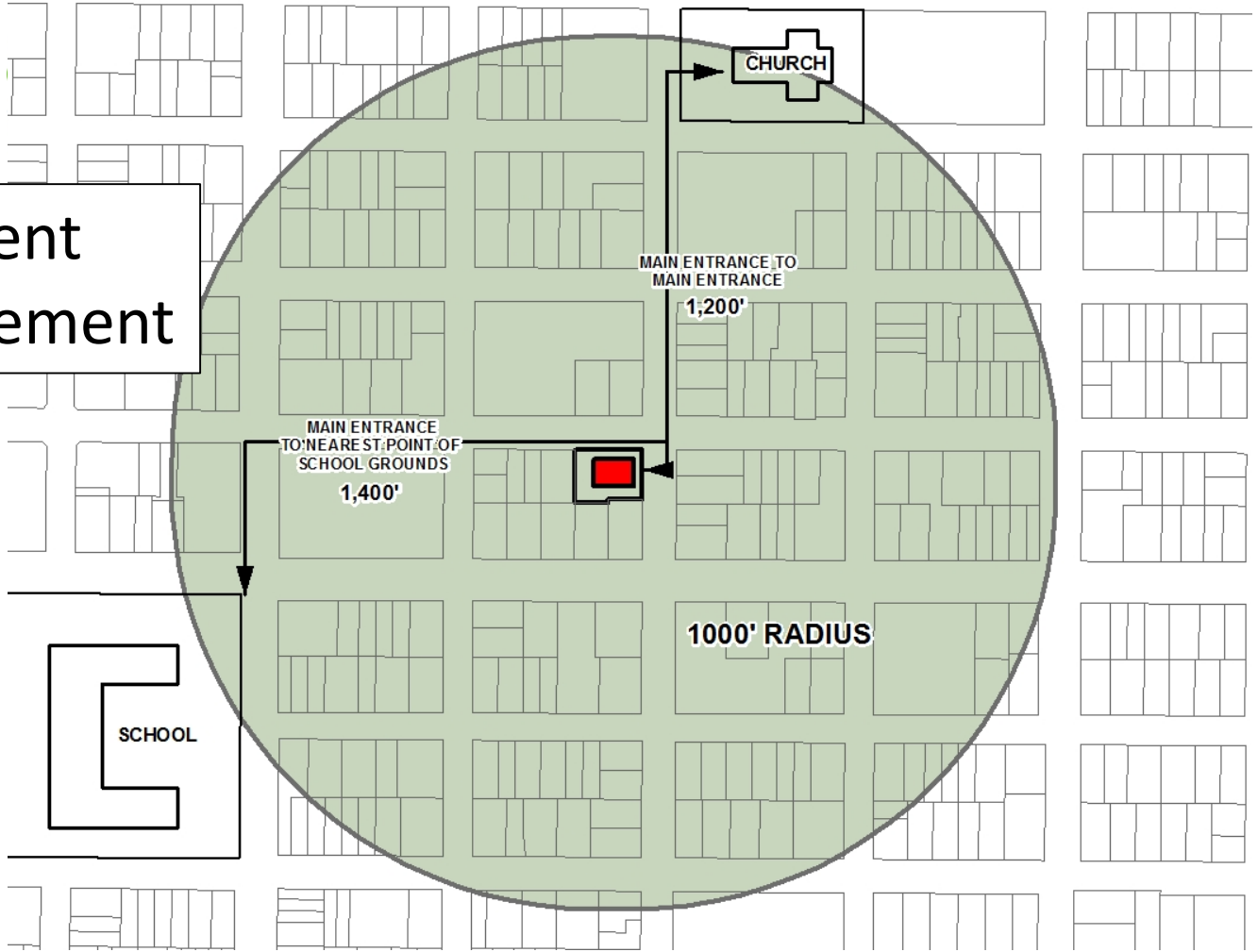
Alcohol Sales Measurement

Sec. 4-7.5 Alcoholic beverage sales.

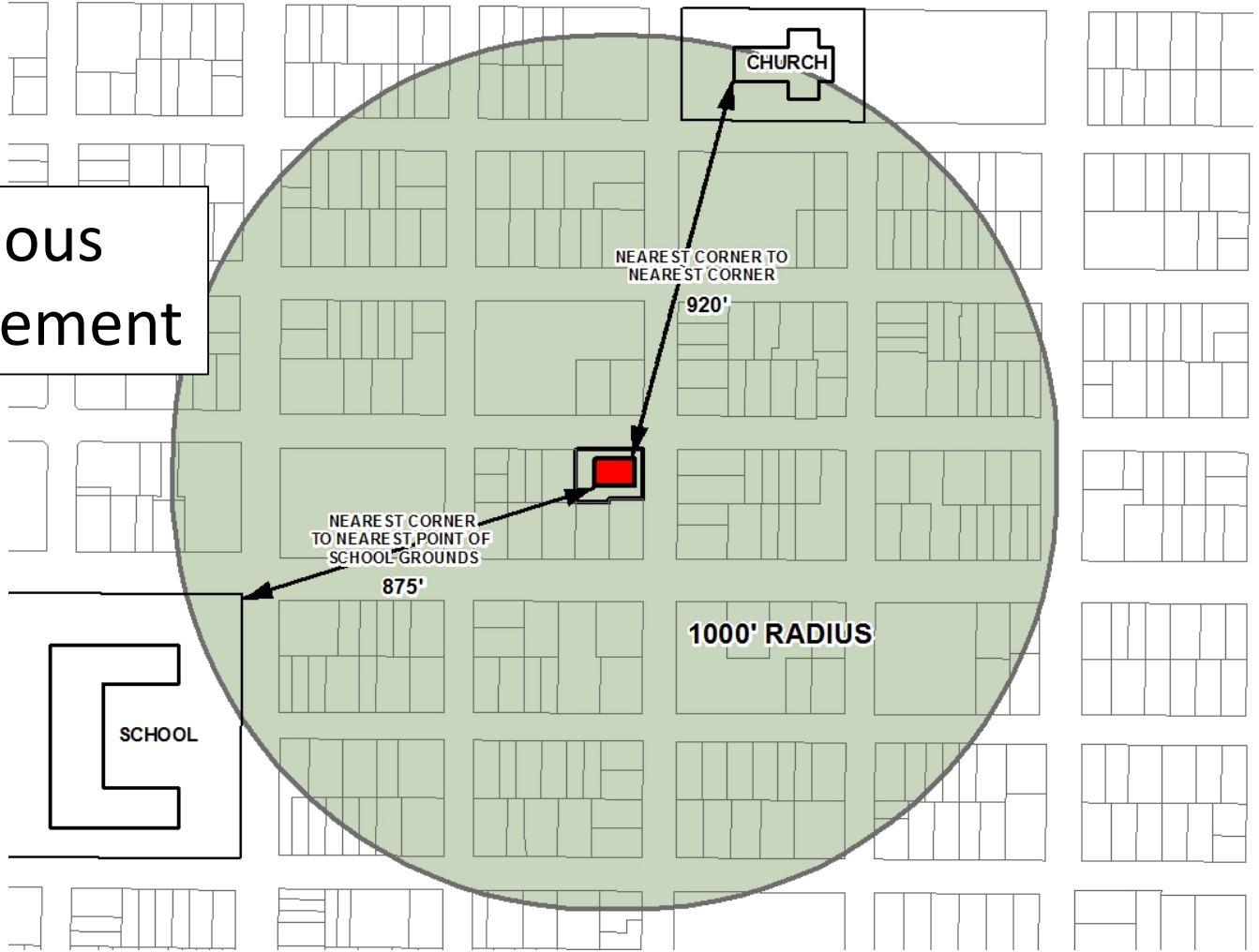
(b) Measurement. The distance required between the place of business selling alcoholic beverages and a place of worship, child care facility, or K-12 educational facility shall be measured along the shortest route of ordinary pedestrian travel within public rights-of-way, from the main entrance of the place of business to the main entrance of the place of worship or child care facility; or for an educational facility, to the nearest point of the grounds in use as part of the facility.

Alcohol Sales	Within 1000' of a school	Within 1000' of a day care	Within 1000' of a place of worship
Off-premise wine and/or beer	Allowed	Allowed	Allowed
On-premise consumption	Prohibited	Cond. Use	Cond. Use
Off-premise liquor	Prohibited	Cond. Use	Cond. Use

Current Measurement



Previous Measurement



Measurement method prior to Ord. 2011-38

B. ***Measurement.*** The distance as set out above, shall be measured by radial spacing as follows: In the case of a place of worship, by measuring from the nearest corner of the applicant's business to the nearest corner of the place of worship, excluding projections, eaves, or overhangs. In the case of an educational facility, by measuring from the nearest corner of the applicant's business, excluding projections, eaves, or overhangs, to the nearest point of the school grounds in use as part of the school facilities. Measurements concerning child care and day care facilities shall be taken in the same manner as for educational facilities.

Santa Rosa County

Required distance is 2500’

Distance measurements. The distance as set forth in subpart A above shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of said place of business to the main entrance of the church or, in the case of a school, to the nearest point of the school grounds in use as part of the school facilities.

City of Pensacola

Required distance is 500’ or 300’ depending on location

The city engineer shall determine distances by measuring a radius from the property line of the place or establishment. If any portion of a parcel of land in use as church or school facilities lies within said radius, whether or not the property is located within the corporate limits of the city, then the church or school shall be deemed to be within said distance.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14839 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/20/2018
Issue: Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties - Tonya Gant, Neighborhood & Human Services Director

That the Board approve or deny the following action concerning Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties:

A. Set-aside minimum funding as required by RFA 2018-110 to support one Application; and

B. Provide for a homeless or special needs unit set-aside in the Application for households at or below 30% area median income; and

C. Authorize Staff to update the Application process accordingly for the 2018 Housing Tax Credit (HTC) cycle.

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

BACKGROUND:

In May 2017, the Board authorized an application process for developers seeking a minimum local government contribution in order to apply for housing tax credits through the Florida Housing Finance Corporation (FHFC) competitive tax credits cycle. For this fiscal year, FHFC is NOT requiring developers to secure a local government contribution as a mandatory component of the application for the 9% Housing Tax Credit applications under RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties.

FHFC released the draft request for applications (RFA) on August 21 for RFA 2018-110. FHFC has set several special funding goals for this RFA, which would give developments a priority for funding if they meet one of the goals. The goals are one development sponsored by a not for profit, one assisted living facility development, two family developments that qualify in a geographic area of opportunity or a small area difficult to develop areas, and two developments that receive funding from a local government area of opportunity. This last category, the local government area of opportunity will require a local government to select only ONE development for funding and commit to providing the following funding based on construction type:

Building Type	Minimum Funding Amount for RFA 2018-110
Garden-Wood (New Construction)	$354,000
Garden-Concrete (New Construction)	$425,625
Mid-Rise-Wood (New Construction)	$425,625
Mid-Rise-Concrete (New Construction)	$469,313
Hi-Rise (New Construction)	$560,250
Garden (Rehabilitation)	$297,563
Non-Garden (Rehabilitation)	$419,250

Local match funding to support tax credit applications has typically come from the State Housing Initiatives Partnership (SHIP) Program. Due to funding cuts from the State, the 2019 SHIP budget has a maximum of $130,000 available to support rental projects. SHIP rules set by the state mandate that 65% of SHIP funds be used for homeownership, which limits the amount of funds that may be used for rental projects to 25% (10% of funds are reserved for program administration). The total 2019 SHIP allocation is $521,800. Additional funding would have to come from the Affordable Housing fund or from future SHIP allocations.

If the Board wants to commit to providing funding, staff recommends supporting a special needs or homeless unit setaside requirement as a component of receving the funding, with a minimum of two-five units. For the homeless setaside, the developer would need to commit to working with Opening Doors Northwest Florida to receive referrals for homeless households at or below 30% of area median income (AMI). For the special needs set aside, the developer would need to commit to providing units specifically for households at or below 30% AMI that meet the definition of special needs as outlined in Section 420.0004(13), F.S., which is a household receiving benefits from Social Security Disability Insurance, Supplemental Security Income, or Veteran's Disability; a domestic violence survivor; a young adult formerly in foster care; or a household with a disabling condition requiring independent living services. The SHIP program requires at least 20% of funds to be utilized for special needs households and 30% of funds must be used for very low income households (at or below 50% area median income).

RFA 2018-110 was issued by FHFC on September 6 and is due to the State on October 23. If the Board wants to pursue this special funding, applications would need to be due

to staff by October 1 in order to allow time for staff to review and put together a recommendation for the October 18 Board agenda. This provides limited time for the developer to be able to hold community meetings and be scheduled for a pre-application development review as required by the process approved by the Board last year. Full information on RFA 2018-110 can be found online here.

BUDGETARY IMPACT:

If the Board wants to fund a development in a local government area of opportunity, partial funding is available from 2019 SHIP. Additional funds would have to be designated from the Affordable Housing Fund and from future SHIP allocation years.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Funding for this special funding goal set by FHFC and the application process for a local government area of opportunity must be approved by the Board.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division will implement the application process as needed with the support of other County staff to review applications.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14808 **County Attorney's Report 13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 09/20/2018
Issue: Approval of Proposed Settlement of Workers' Compensation Claim Brought by Cynthia Dean
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claim Brought by Cynthia Dean.

That the Board approve a proposed settlement in the sum of $107,500.00 payable to Cynthia Dean which would constitute a complete resolution of Cynthia Dean's outstanding Workers' Compensation claim, including all medical and indemnity benefits to which she may be entitled. The Board would be responsible for full payment of the settlement, if approved.

BACKGROUND:

Cynthia Dean is a female who was employed for over twelve years by the County. At the time of her accident, she was a Judicial Specialist and injured herself on June 12, 2007, when descending a set of stairs, she slipped and fell down several steps. As a result of this compensable accident, she sustained injuries to her neck, back, left arm, left knee and left hand.

Medical treatment ensued and she was seen by Dr. Jones, a local physiatrist. He diagnosed Ms. Dean with a disc herniation at the L5-S1 level of her low back and referred Ms. Dean to a pain management specialist who administered a series of epidural steroid injections. Dr. Jones then recommended that she be seen by a neurosurgeon after these treatments did not relieve her pain.

Dr. Giovanini, a neurosurgeon, recommended fusion of the low back at the L5-S1 level, together with removal of disc and bone material. After Ms. Dean reached maximum medical improvement, Dr. Giovanini imposed a 12% permanent impairment rating. Over the next several years, Ms. Dean has sought conservative treatment to alleviate the pain in her low back. In June 2013, Ms. Dean retired from the County but within a year became employed by the Escambia County School Board where she is still employed at the present time.

Because Ms. Dean continues to experience significant symptoms, it is expected that for the remainder of her 19-year life expectancy that she will need approximately $200,000.00 in future medical treatment. In an effort to quantify future medical exposure, PGCS obtained a Medicare set-aside projection of $91,000.00. While the medical benefits appear to be the most likely source of future costs, if Ms. Dean's condition deteriorates or restricts further physical activities, then the County would be exposed to payment of indemnity benefits.

The parties recently negotiated a provisional settlement agreement releasing the County and PGCS from future liability for Workers' Compensation benefits in exchange for a lump sum payment of $107,500.00. The provisional agreement will resolve all potential benefits to which Ms. Dean would be entitled from her 2007 accident. The Board would fully fund this proposed settlement. In light of the substantial anticipated exposure for medical and indemnity benefits, Brian T. Hanley, the County's retained Workers' Compensation lawyer, recommends that the Board approve the proposed settlement.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the self-insured retention portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Hanley will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14809 **County Attorney's Report 13. 2.**
BCC Regular Meeting **Action**
Meeting Date: 09/20/2018
Issue: Approval of Proposed Settlement of Workers' Compensation Claims Brought by James Kite
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by James Kite.

That the Board approve a proposed settlement in the sum of $50,000.00 payable to James Kite which would constitute a complete resolution of Mr. Kite's outstanding Workers' Compensation claims, including all medical and indemnity benefits to which he may be entitled. The Board would be responsible for full payment of the settlement, if approved.

BACKGROUND:

James Kite is a 48-year old male who was employed by the County for over twenty years as an Equipment Operator. He recently retired from the County. During the course of his employment, Mr. Kite was involved in two significant compensable accidents. The first was on January 3, 1997, when he fell 12-15 feet from a dirt embankment and sustained injury to his right shoulder. Three years later on October 25, 2000, he was pulling himself into a dump truck and sustained an injury to his left shoulder.

Mr. Kite underwent treatment for both shoulders and was given a 5% permanent impairment rating for the right shoulder after an arthroscopy was performed. He also underwent a left shoulder arthroscopy and was given a 4% permanent impairment. Mr. Kite will likely be entitled to ongoing medical treatment for both shoulders for the remainder of his life. Future medical expenditures could easily exceed $100,000.00.

Mr. Kite and the adjuster for PGCS negotiated a provisional settlement agreement releasing the County from any further liability for Worker's Compensation benefits in exchange for a lump sum payment of $50,000.00. This proposed settlement would include all benefits to which he may be entitled from the claimed accidents. The County would fully fund this settlement. Furthermore, in light of significant future medical and

indemnity benefits exposure, Brian T. Hanley, the County's retained Workers' Compensation attorney, respectfully recommends that the Board approve the proposed settlement agreement.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the self-insured retention portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Hanley will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14893 **County Attorney's Report 13. 3.**
BCC Regular Meeting **Action**
Meeting Date: 09/20/2018
Issue: Proposed Settlement in the Matter of Escambia County v. Rod Cooke Construction, Inc., et al., Case No. 2017 CA 001563
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Mediated Settlement Agreement in the Matter of Escambia County v. Rod Cooke Construction, Inc., et al., Case No. 2017 CA 001563

That the Board take the following action:

A. Approve a proposed settlement with Defendants; and

B. Authorize the Chairman to execute the proposed settlement agreement, if approved by the Board.

[THE PROPOSED SETTLEMENT AGREEMENT TO BE PROVIDED UNDER SEPARATE COVER].

BACKGROUND:

DAG Architects was awarded the design and professional consulting services contract for the Perdido Key Fire Station and Visitors Information Center (PKFS). Rod Cooke Construction, Inc. (RCCI) was awarded the contract for construction on November 17, 2011. Specifications for pavement and the retaining wall were drafted by Jehle Halstead, P.E., Civil Engineers. A geotechnical evaluation recommended seven (7) inches of pavement because of the heavy-duty traffic expected from fire trucks and apparatus. Because the geotechnical evaluation was not followed, six (6) inches of pavement were specified. However, RCCI did not pour even six (6) inches in major areas and cracking and other failures in the pavement occurred. In addition, the retaining wall began to pull away from the concrete decking.

Voluntary mediation took place on October 2, 2017 between the County, DAG Architects, Jehle Halstead Engineering, RCCI, Hartford Insurance Company, the surety for RCCI, and Pav'R Construction, the subcontractor who built the retaining wall. A second mediation conference was agreed upon after suit was filed by the County

against the above entities and RCCI brought in another subcontractor who was responsible for pouring the concrete pavement. A second mediation conference was held on August 23, 2018, which resulted in a proposed settlement.

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.
